John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets

Wholesale Markets
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January 9, 2004

Brian Gelfand
President
Buffalo – Lake Erie Wireless Systems Co., L.L.C.
4915 Auburn Ave., Suite 200
Bethesda, MD 20814

Re: Requested Adoption Under Section 252(i) of the TA96

Dear Mr. Gelfand:

Verizon Pennsylvania Inc, f/k/a Bell Atlantic – Pennsylvania, Inc. ("Verizon"), a Pennsylvania corporation, with principal place of business at 1717 Arch Street, Philadelphia, Pennsylvania 19103, has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), Buffalo – Lake Erie Wireless Systems Co., L.L.C. ("BLEWS"), a Maryland Limited Liability Company, with principal place of business at 1967 Wehrle Dr., Suite 1, Williamsville, NY 14221, wishes to adopt the terms of the Interconnection Agreement between AT&T Wireless Services, Inc. ("AWS") and Verizon that was approved by the Pennsylvania Public Utility Commission (the "Commission") as an effective agreement in the Commonwealth of Pennsylvania, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). I understand BLEWS has a copy of the Terms. Please note the following with respect to BLEWS's adoption of the Terms.

1. By BLEWS's countersignature on this letter, BLEWS hereby represents and agrees to the following five points:

   (A) BLEWS adopts (and agrees to be bound by) the Terms of the AWS/Verizon agreement for interconnection as it is in effect on the date hereof after giving effect to operation of law, and in applying the Terms, agrees that BLEWS

shall be substituted in place of AT&T Wireless Services, Inc. and AWS in the Terms wherever appropriate.

(B) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon that no longer applies under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), which became effective on October 2, 2003. In light of the effectiveness of the Triennial Review Order, any reasonable period of time for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act (*see, e.g.*, 47 CFR Section 51.809(c)).

(C) Notice to BLEWS and Verizon as may be required under the Terms shall be provided as follows:

To: Buffalo – Lake Erie Wireless Systems Co., L.L.C.
Attention: Brian Gelfand, President
4915 Auburn Ave., Suite 200
Bethesda, MD 20814
Telephone Number: 301-907-2484
Facsimile Number: 301-907-9021
Internet Address: brian.gelfand@blewteam.com

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Associate General Counsel
Verizon Wholesale Markets
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: 703-351-3664

(D) BLEWS represents and warrants that it is a certified FCC-licensed provider of two-way wireless service, and that its adoption of the Terms will cover services in Verizon Pennsylvania's service territory in the Commonwealth of Pennsylvania only.

(E) In the event an interconnection agreement between Verizon and BLEWS is currently in effect in the former Bell Atlantic service territory within the Commonwealth of Pennsylvania (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

(F) Verizon's standard pricing schedule for interconnection agreements in the Commonwealth of Pennsylvania (as such schedule may be amended from time to time) (attached as Appendix 1 hereto) shall apply to BLEWS's adoption of the Terms; provided, however, that if the Terms memorialize acceptance of Verizon's offer of an optional reciprocal compensation rate plan for non-Internet traffic subject to Section 251(b)(5) pursuant to the industry letter described in footnote 2 of this Letter, then the optional reciprocal compensation rate plan in the Terms shall apply to this adoption instead of the reciprocal compensation rates set forth in Appendix 1. BLEWS should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of slightly different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.

2. BLEWS's adoption of the AWS Terms shall become effective on January 23, 2004. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by an authorized officer of BLEWS. The term and termination provisions of the AWS/Verizon agreement shall govern BLEWS's adoption of the Terms.

3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does

not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of BLEWS's 252(i) election.

4. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commissions, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

5. Verizon reserves the right to deny BLEWS's adoption and/or application of the Terms, in whole or in part, at any time:

   (a) when the costs of providing the Terms to BLEWS are greater than the costs of providing them to AWS;
   (b) if the provision of the Terms to BLEWS is not technically feasible; and/or
   (c) to the extent that Verizon otherwise is not required to make the Terms available to BLEWS under applicable law.

6. For avoidance of doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.[1] Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.[2] Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.[3] In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection

---

[1] Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) *("FCC Remand Order")* ¶44*, remanded, WorldCom, Inc. v. FCC,* No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. *See WorldCom, Inc. v. FCC,* No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

[2] For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

[3] *See, e.g.,* 47 C.F.R. Section 51.809(c).

agreement to the extent that such provisions provide compensation for Internet traffic.[4]

7. Should BLEWS attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

8. In the event that a voluntary or involuntary petition has been or is in the future filed against BLEWS under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (i) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and BLEWS's adoption of the Verizon Terms shall in no way impair such rights of Verizon; and (ii) all rights of BLEWS resulting from BLEWS's adoption of the Verizon terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

4 *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

Please arrange for a duly authorized representative of BLEWS to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON PENNSYLVANIA INC.

_____
John C. Peterson, Director
Contract Performance and Administration
Wholesale Markets

_____
(DATE)

Reviewed and countersigned as to points A, B, C, D, E and F of paragraph 1:

BUFFALO – LAKE ERIE WIRELESS SYSTEMS CO., L.L.C.

_____
(SIGNATURE)

_____
Brian Gelfand
President

_____
(DATE)

c: Michelle Miller – Verizon

INTERCONNECTION AGREEMENT FOR BROADBAND COMMERCIAL MOBILE RADIO SERVICE (CMRS) UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

Dated as of August 17, 2000

by and between

VERIZON PENNSYLVANIA INC.
f/k/a
BELL ATLANTIC – PENNSYLVANIA, INC.
and

AT&T WIRELESS SERVICES, INC.

FOR PENNSYLVANIA

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INTERCONNECTION AGREEMENT FOR BROADBAND COMMERCIAL MOBILE RADIO SERVICE (CMRS) UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

This Interconnection Agreement for Broadband Commercial Mobile Radio Service (CMRS) under Sections 251 and 252 of the Telecommunications Act of 1996 (this "Agreement") is effective as of the 17TH day of August, 2000 (the "Effective Date"), by and between AT&T Wireless Services, Inc., ("AWS"), a Delaware corporation with offices at 7277 164th Avenue NE, Redmond, WA 98052, and Verizon Pennsylvania Inc., ("Verizon"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania 19103 (each of Verizon and AWS being individually, a "Party" and, collectively, the "Parties").

WHEREAS, the Parties want to interconnect their networks at existing and future Points of Interconnection to permit origination and termination of calls by Customers of Verizon and AWS on each other's respective networks.

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide access to Network Elements, ancillary services and other services as required by the Act and additional services as set forth herein.

WHEREAS, the Parties substantially completed negotiation of this Agreement prior to June 30, 2000.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AWS and Verizon hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0.

1.1 “Act” means the Communications Act of 1934, as amended, including as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission within its state of jurisdiction.

1.2 “Affiliate” is As Defined in the Act.

1.3 “Agreement” means this Interconnection Agreement under Sections 251 and 252 of the Act and all the Exhibits, Schedules, addenda, and attachments referenced herein and/or appended hereto.

1.4 “Ancillary Traffic” means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: BLV/BLVI, Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, toll free service access code (e.g., 800/888/877) database query, LIDB, and Information Services requiring special billing arrangements between the Parties.

1.5 “Applicable Law” means all laws, regulations, and orders applicable to each Party’s performance of its obligations hereunder.

1.6 “As Defined in the Act” means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.7 “As Described in the Act” means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.8 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.9 “Bellcore” means Telcordia Technologies, Inc., formerly known as Bellcore.

1.10 "Broadband Commercial Mobile Radio Service" or “Broadband CMRS" means Commercial Mobile Radio Service consisting of an interconnected two way, point-to-point, simultaneous full duplex wireless service offered for profit to the public or such classes of eligible users as to be effectively available to a substantial portion of the public but shall exclude paging service or other wireless services as may be determined by the FCC or the Commission as being entitled to different termination compensation than Broadband CMRS. AWS is a Broadband CMRS provider. Hereinafter, references to CMRS or to Commercial Mobile Radio Service (except the respective definitions thereof) shall be deemed to refer to Broadband CMRS.

1.11 “Busy Line Verification” or “BLV” means an operator request for a status check on the line of a called party. The request is made by one Party’s operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.12 “Busy Line Verification Interrupt” or "BLVI" means a service that may be requested and provided when Busy Line Verification has determined that a line is busy due to an ongoing call. BLVI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.13 "Calling Party Number" or "CPN" is a Common Channel Signaling parameter that refers to the number transmitted through a network identifying the calling Party.

1.14 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switch" or “End Office” is a switching entity that is used to terminate Customer station loops for the purpose of Interconnection to each other and to trunks;

(b) "Tandem Office Switch" or “Tandem Office” or “Tandem Switch” or “Tandem” (which can be, without limitation, either an access Tandem Switch or local Tandem Switch, as depicted in the LERG) is a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers’

aggregation points, points of termination, or points of presence, and to provide Switched Exchange Access Services; and

(c) “Mobile Switching Center" or "MSC" means a switching facility used by a CMRS provider to terminate Customer mobile wireless service.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.15 "CLASS Features" means certain CCS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; Call Return and future CCS-based offerings.

1.16 “CMRS Local Usage Percentage” or “CLUP” is a factor that distinguishes the IntraMTA portion of minutes from the InterMTA portion of minutes of traffic exchanged via Interconnection Trunks. CLUP is a whole number developed through consideration of every call, excluding Transit Traffic, in which the calling and called party are located within the same MTA. The CLUP factor is applied before the PIU factor has been applied for jurisdictional separation of traffic.

1.17 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements offered by the second Party on an unbundled basis that has been installed and maintained at the premises of a second Party (the "Housing Party"). For purposes of Collocation, the "premises" of a Housing Party is limited to a Housing Party Wire Center, other mutually agreed-upon locations of the Housing Party, or any location for which Collocation has been ordered by the FCC or Commission. Collocation may be "physical” or “virtual”. In “Physical Collocation”, the Collocating Party installs and maintains its own equipment in the Housing Party’s premises. In “Virtual Collocation”, the Housing Party owns, installs, and maintains equipment dedicated to use by the Collocating Party in the Housing Party’s premises. Verizon currently provides Collocation under terms, rates, and conditions as described in tariffs on file or soon to be filed with the FCC or the Commission.

1.18 “Commercial Mobile Radio Service” is As Defined in the Act and, for purposes of this Agreement, is also referred to as “CMRS”.

1.19 “Commission” means the Pennsylvania Public Utility Cpmmission.

1.20 "Common Channel Signaling" or "CCS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCS used by the Parties shall be SS7.

1.21 “Competitive Local Exchange Carrier” or “CLEC” means any Local Exchange Carrier other than Verizon, operating as such in Verizon’s service territory in PENNSYLVANIA.

1.22 "Cross Connection" means a jumper cable or similar connection provided pursuant to Collocation at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (a) the Collocating Party's equipment and (b) the equipment or facilities of the Housing Party.

1.23 "Customer" means a third-party subscriber to Telecommunications Services provided by either of the Parties.

1.24 “Customer Proprietary Network Information” or “CPNI” is As Defined in the Act.

1.25 "Dialing Parity" is As Defined in the Act.

1.26 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

(a) "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

(b) "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

(c) "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

1.27 "Exchange Access" is As Defined in the Act.

1.28 "Exchange Message Interface" or "EMI" means the standard used for exchange of telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Interface, a Bell Communications Research, Inc. ("Bellcore") document that defines industry standards for Exchange Message Interfaces.

1.29 "FCC" means the Federal Communications Commission.

1.30 "FCC Regulations" means Title 47 of the Code of Federal Regulations.

1.31 "Fixed Wireless Service" means a service using a radio link instead of a physical landline loop between an end user Customer's premises and the local switch. This service is provided by AWS pursuant to its CMRS license.

1.32 "Incumbent Local Exchange Carrier" or "ILEC" is As Defined in the Act. For purposes of this Agreement, Verizon is an Incumbent Local Exchange Carrier.

1.33 "Independent Telephone Company" or "ITC" means any entity other than Verizon which, with respect to its operations within PENNSYLVANIA, is an Incumbent Local Exchange Carrier.

1.34 "Information Services" is As Defined in the Act.

1.35 "Inside Wire" or "Inside Wiring" means all wire, cable, terminals, hardware, and other equipment or material on the Customer's side of the Rate Demarcation Point.

1.36 "Interconnection" is As Described in the Act.

1.37 "Interconnection Point" or "IP" means the point at which a Party who receives traffic originating on the network of the other Party assesses Reciprocal Compensation charges for the further transport and termination of that traffic.

1.38 "Interconnection Trunk" means the trunk group used to connect one Party's network with the other Party's network for the purposes of exchanging Telecommunications traffic.

1.39 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, InterLATA or IntraLATA Telephone Toll Services.

1.40 “InterLATA” is As Defined in the Act.

1.41 "InterMTA Traffic" is CMRS traffic originated by a Customer of one Party on that Party's network in one MTA and terminated to a Customer of the other Party on that Party's network in another MTA. InterMTA Traffic is Toll Traffic.

1.42 “Internet Traffic” means any CMRS traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

1.43 “IntraLATA Toll Traffic” means those IntraLATA CMRS calls that are not defined as Local Traffic in this Agreement.

1.44 "IntraMTA Traffic" is CMRS traffic originated by a Customer of one Party on that Party's network in an MTA and terminated to a Customer of the other Party on that Party's network in the same MTA in which the call originated. For purposes of determining originating and terminating points of a call under this Agreement, Verizon will use the originating or terminating End Office that serves the Verizon Customer placing the call or receiving the call, respectively. For AWS, the origination point of a call shall be within the reliable coverage area of the cell site sector to which the AWS Customer placing the call is connected at the beginning of the call; such point must be within the MTA that the cell site sector predominately covers. For AWS, the termination point of a call shall be the Point of Interconnection between AWS’s network and the Verizon Central Office Switch that serves the Verizon Customer placing the call.

1.45 “Line Side” means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for basic rate Integrated Services Digital Network (ISDN) service.

1.46 "Local Access and Transport Area" or "LATA" is As Defined in the Act.

1.47 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

1.48 "Local Number Portability" or “LNP” means Number Portability As Defined in the Act

1.49 "Local Traffic" means IntraMTA Traffic. Traffic originated by AWS will be handed off to Verizon in the LATA for which the call is destined. Local Traffic originated by Verizon will be handed off to AWS in the LATA in which the call is originated.

1.50 "Main Distribution Frame" or "MDF" means the ultimate point at which outside plant facilities terminate within a Wire Center, for interconnection to other Telecommunications facilities within the Wire Center.

1.51 “Major Trading Area” or “MTA” is defined in 47 C.F.R. paragraph 24.102.

1.52 “Mid-Span Fiber Meet” means an Interconnection architecture whereby two carriers’ transmission facilities meet at a mutually agreed-upon Point of Interconnection, limited by technical feasibility and the availability of facilities and utilizing a fiber hand-off.

1.53 "Network Element" is As Defined in the Act.

1.54 “Network Interface Device” or “NID” means the Verizon-provided interface terminating VERIZON’s Telecommunications network on the property where the Customer's service is located at a point determined by Verizon. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to Verizon’s network.

1.55 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States, Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.56 “Numbering Plan Area” or “NPA” is also sometimes referred to as an area code. There are two general categories of NPAs: “Geographic NPAs” and “Non-Geographic NPAs”. A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a “Service Access Code” or “SAC Code”, is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.57 "NXX" or “NXX Code” means the three-digit switch entity indicator (i.e., the first three digits of a seven-digit telephone number).

1.58 “Percent Interstate Usage” or “PIU” means a factor that distinguishes the interstate portion of minutes from the intrastate portion of minutes of traffic exchanged via Interconnection Trunks. PIU is a whole number developed through consideration of every call in which the calling and called party are not located within the same state.

1.59 "Percent Mobile to Land" or "PML" is a factor that distinguishes the IntraMTA mobile to land portion of minutes from the IntraMTA land to mobile portion of minutes of traffic exchanged via two-way Interconnection Trunks. The PML factor is used to determine the billable portion of the recurring and non-recurring charges for entrance facility and transport rates as set forth in Exhibit A.

1.60 “Point of Interconnection” or “POI” means the physical location where the originating Party’s facilities physically interconnect with the terminating Party’s facilities for the purpose of exchanging traffic.

1.61 “POT Bay” or “Point of Termination Bay” means the intermediate distributing frame system which serves as the point of demarcation for collocated Interconnection.

1.62 "Rate Center" or “Rate Center Area” or “Exchange Area” means the geographic area that has been identified by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA-NXX designation associated with the specific Rate Center Area. A “Rate Center Point” is the finite geographic point identified by a specific V&H coordinate (as defined in Bellcore Special Report SR-TSV-002275), located within the Rate Center Area and used by that LEC to measure distance for the purpose of billing Customers for distance sensitive Telephone Exchange Services and Toll Traffic.

1.63 “Rate Demarcation Point” means the point where network access recurring charges and Verizon responsibility stop and beyond which Customer responsibility begins, determined in accordance with Applicable Law.

1.64 “Rating Point” or "Routing Point" means a specific geographic point identified by a specific V&H coordinate. The Rating Point is used to route inbound traffic to specified NPA-NXXs and to calculate mileage measurements for the distance-sensitive transport charges of Switched Exchange Access Services. Pursuant to Bellcore Practice BR 795-100-100 (the "Bellcore Practice"), the Rating Point may be an End Office location. The Rating Point must be located within the LATA in which the corresponding NPA-NXX is located. However, the Rating Point associated with each NPA-NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center.

1.65 "Reciprocal Compensation" is As Described in the Act, and refers to the compensation arrangements that recover costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party's network and terminating on the other Party's network.

1.66 “Reciprocal Compensation Traffic” means a CMRS call completed between a Customer of one (1) Party and a Customer of the other Party, each of which is located in the same MTA, originated on one Party’s network and terminated on the other Party’s network where such call was not carried by a third party carrier during the course of the call or carried by a Party as either a presubscribed call (1+) or a casual dialed (10XXX or 1010XXXX) call originated by a Telephone Exchange Service Customer of another carrier. For purposes of this Agreement, a CMRS call may be initiated by a Customer of either Party.

1.67 "Service Control Point" or "SCP" means a node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the service switching point on how to continue call processing.

1.68 "Signaling Transfer Point" or "STP" means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.69 "Switched Exchange Access Service" means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll Service. Switched Exchange Access Services include but

may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, toll free Service Access Code (e.g., 800/888/877), and 900 access.

1.70 “Tariff” means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement.

1.71 "Technically Feasible Point" is As Described in the Act.

1.72 “Telecommunications” is As Defined in the Act.

1.73 “Telecommunications Carrier” is As Defined in the Act.

1.74 "Telecommunications Service" is As Defined in the Act.

1.75 "Telephone Exchange Service", sometimes also referred to as “Exchange Service”, is As Defined in the Act.

1.76 "Telephone Toll Service" is As Defined in the Act.

1.77 “Toll Traffic” means traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that Party’s network and is not Local Traffic. InterMTA Traffic is Toll Traffic.

1.78 “Transit Traffic” or “Tandem Transit Traffic” means any traffic that originates from or terminates on AWS’s network, transits Verizon’s network substantially unchanged, and terminates to or originates from a third carrier’s network, as the case may be. “Transit Traffic Service” provides AWS with the ability to use its connection to a Verizon Tandem for the delivery of calls which originate or terminate with AWS and terminate to or originate from a carrier other than Verizon, such as, a LEC (other than Verizon), or a wireless carrier. In these cases, neither the originating nor terminating Customer is a Customer of Verizon. This service is provided through Verizon’s Tandems.

1.79 “Trunk Side” means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity

(e.g., another carrier's network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

1.80 "Type 1 Interconnection" means Interconnection Trunks that interconnect AWS's POI to a Verizon End Office Switch. Type 1 Interconnection is technically defined in Bellcore Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto).

1.81 "Type 2A Interconnection" means Interconnection Trunks that interconnect AWS's POI to a Verizon Tandem Switch, permitting AWS access to other Verizon Central Office Switches subtending that Tandem Switch. Type 2A Interconnection is technically defined in Bellcore Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto).

1.82 "Type 2B Interconnection" means Interconnection Trunks that interconnect AWS's POI to a Verizon End Office Switch. Through this interface AWS can establish connections and terminate calls only to those telephone numbers served by that End Office Switch. Type 2B Interconnection is technically defined in Bellcore Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto).

1.83 "Type 2C Interconnection" means Interconnection Trunks that interconnect AWS's POI to the Verizon 911 Tandem Offices within a LATA for provision of 911/E911 services and for access to all subtending Public Safety Answering Points (PSAPs). Type 2C Interconnection is technically defined in Bellcore Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto). Additional technical Interconnection specifications to accommodate FCC requirements for Phase I and II for calling party location determination and delivery of the Mobile Directory Number to the PSAP may be found in TR45 J-STD-034 and TR45 PN-3890, respectively, as each is in effect from time to time (or any successor thereto).

1.84 "Type 2D Interconnection" means Interconnection Trunks that interconnect AWS's POI to an operator services switch(es) and/or directory services switch(es). Type 2D Interconnection is technically defined in Bellcore Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (or any successor thereto).

1.85 "Type S Interconnection" means a CCS network interconnection facility (SS7 link) between Verizon and AWS using the SS7 protocol as defined in Bellcore Technical

Reference GR-145-Core, Issue 2, May 1, 1998, as in effect from time to time (or any successor thereto). AWS may establish Type S Interconnection directly with Verizon or through a third party. The service provides the transport of SS7 ISUP and SS7 TCAP messages over a Type S Interconnection Facility, (a) between one Party's STP and the other Party's SPOI within the LATA, and (b) between Verizon's STP and other Telecommunication Services providers.

Type S Interconnection definitions:

(a) Integrated Services Digital Network User Part ("ISUP") provides for transfer of call set-up signaling information between signaling points.

(b) Message Transfer Part ("MTP") provides functions for basic routing of signaling messages between signaling points.

(c) Point Code ("PC") means a binary code which identifies a signaling point in a signaling network. The code is used either as a destination Point Code or as an originating Point Code.

(d) Signaling Connection Control Part ("SCCP") provides additional routing and management functions for transfer of messages other than call set-up between signaling points.

(e) Signaling Point of Interface ("SPOI") means one Party's location in the same LATA as the other Party's STP where SS7 signaling information is exchanged between Verizon and AWS.

(f) Transactions Capabilities Application Part ("TCAP") Messages provides for transfer of non-circuit related information between signaling points.

(g) Type S Interconnection Facility ("TSIF") means a dedicated SS7 signaling link connection between one Party's SPOI and an STP port of the other Party.

1.86 "Voice Grade" means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital voice grade service (a 56/64 kbps channel), the terms "DS-0" or "sub-DS-1" may also be used.

1.87 "Wire Center" means a building, cell cite, or portion thereof in which a Party has the exclusive right of occupancy and which serves as Routing Point for Switched Exchange Access Service.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless otherwise expressly stated. The headings of the Sections, the title, recitals and introduction of this Agreement, and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless expressly stated otherwise, any reference to any agreement, other instrument (including Verizon or other third party offerings, guides or practices), statute, regulation, rule or Tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of such statute, regulation, rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).

2.2 Subject to the terms set forth in Exhibit A regarding rates and charges, Verizon hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. If any provision of this Agreement and an applicable Tariff cannot reasonably be construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail, provided that in all cases the more specific provision shall prevail over the general provision. If any provision contained in this main body of the Agreement and any Schedule or Exhibit hereto cannot reasonably be construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.0.

3.0 SCOPE

This Agreement is intended to describe and enable specific Interconnection arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein. Verizon and AWS agree that this Agreement, if performed by Verizon, is satisfactory to them as an agreement under

the Act for the term of this Agreement with respect to those obligations addressed hereunder. AWS represents that it is a CMRS provider.

4.0 INTERCONNECTION ARRANGEMENTS

4.1 Description Of Arrangements

This Agreement provides for the provision and maintenance of the following Interconnection arrangements between the networks of AWS and Verizon:

4.1.1 Description. Both Parties will interconnect their respective networks based upon a Type 2 Interconnection arrangement (using Type 2A, 2B, 2C and Type 2D Interconnection arrangements, as applicable) and/or a Type 1 Interconnection arrangement, in each case where available and as specified in applicable Verizon Tariffs as currently in effect and as may be amended from time to time; provided, however, that AWS may not establish any new Type 1 Interconnection arrangements for ancillary services with Verizon (so long as alternative Interconnection arrangements are available); provided further that, AWS may, subject to the terms of this Section 4.1.1, continue to use for the term of this Agreement any Type 1 Interconnection arrangements with Verizon that it already has in place on the Effective Date.

(a) Type 2A Interconnection arrangements provide Trunk Side connections to Verizon Tandems using Multifrequency ("MF") and/or Signaling System Seven ("SS7") address signaling in both the originating and terminating directions. Under a Type 2A Interconnection arrangement, the CMRS provider's MSC functions like a Central Office Switch and the Type 2A Interconnection Trunk acts like an interoffice trunk. Type 2A Interconnection may be used to access valid NXX Codes that subtend the Tandem as depicted in the LERG. Type 2A Interconnection is normally provisioned with a dedicated NXX Code (10,000 numbers) and is provisioned through a digital interface.

If in a particular LATA Verizon has deployed or deploys both an access Tandem Switch and a local Tandem Switch, the InterLATA Traffic will be routed to the access Tandem and the IntraLATA Traffic will be routed to the local Tandem, unless otherwise depicted in the LERG.

(b) Type 2B Interconnection arrangements provide Trunk Side connections to Verizon End Office Switches where such arrangements are available using Signaling System Seven ("SS7") address signaling in both the originating and terminating directions. Under a Type 2B Interconnection arrangement, the CMRS provider's MSC functions like

a Central Office Switch and the Type 2B Interconnection Trunk acts like an interoffice trunk. Type 2B Interconnection may be used to access valid NXX Codes served by the End Office Switch.

If Verizon has not made Type 2B Interconnection arrangements available to AWS in a particular Central Office, at AWS's written request, Verizon shall undertake good faith efforts to make Type 2B Interconnection arrangements available to AWS in that Central Office within a commercially reasonable period of time, provided it is commercially reasonable to make Type 2B Interconnection arrangements available in that Central Office; subject to the foregoing, if Verizon does not make Type 2B Interconnection arrangements available to AWS in a particular Central Office for which AWS has provided a written request therefor, Verizon shall within forty-five (45) days of such request provide to AWS a good faith estimate of the date by which Verizon shall make Type 2B Interconnection arrangements available to AWS in that Central Office.

(c) Type 2C Interconnection arrangements provide Trunk Side connections to a Verizon 911 Tandem Office using Multifrequency ("MF") or Signaling System Seven ("SS7") address signaling in the originating direction. Under a Type 2C Interconnection arrangement, the CMRS provider's MSC functions as a Central Office Switch and the Type 2C Interconnection Trunk serves as an interoffice trunk.

(d) On an interim basis until such time as Verizon offers Type 2D Interconnection arrangements, AWS may utilize Type 1 Interconnection arrangements to reach local operator service (0- & 0+), Directory Assistance, N11 codes (411, 911 etc.), and Service Access Codes (800, 900, etc.). Type 1 Interconnection is provided from suitably equipped End Offices and consists of an analog or digital facility arranged for one way service operation and an associated End Office connection that switches messages from the facility. AWS will use its best efforts to reconfigure its network as quickly as reasonably possible to cease using any Type 1 Interconnection and, rather, to utilize only Type 2 Interconnection arrangements for all types of traffic when such arrangements are made available to AWS by Verizon.

4.1.2 In accordance with the applicable Verizon access Tariffs, Type 2A Interconnection may have access to a Feature Group D ("FGD") trunk group or groups at access Tandem switches designated by Verizon where InterLATA Feature Group D switching is provided. In order for Verizon to route CMRS traffic to the intended IXC, AWS must provide to Verizon the appropriate IXC carrier information (e.g., CIC, OZZ,

TNS) with each call. All charges for InterLATA transport are billed to the IXC in accordance with the appropriate Access Tariff.

4.2 Interconnection Points; Points of Interconnection.

4.2.1 Each Party shall establish Interconnection Points ("IPs") at the locations designated in Schedule 4.1, which shall be revised from time to time in accordance with the requirements of this Section. The mutually agreed-upon IPs on the AWS network from which AWS will provide transport and termination of traffic to its Customers shall be designated as the AWS Interconnection Points ("AWS-IPs"). The mutually agreed-upon IPs on the Verizon network from which Verizon will provide transport and termination of traffic to its Customers shall be designated as the Verizon Interconnection Point(s) ("Verizon-IP(s)"); provided that such Verizon-IP(s) shall be either the Verizon terminating End Office serving the Verizon Customer or the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer. Each Party is responsible for delivering its terminating traffic to the other Party's relevant IP. Subject to the establishment of additional IPs in accordance with the terms of this Section, each Party's existing IPs as of the Effective Date of this Agreement shall be retained.

In the case of AWS as a receiving Party, if Verizon requests that AWS establish a geographically relevant AWS-IP at a Verizon Tandem, AWS shall do so within a commercially reasonable period of time; if AWS does not do so, AWS shall bill and Verizon shall pay only the End Office Reciprocal Compensation rate for the relevant NXX less Verizon's transport rate from Verizon's originating End Office to AWS's IP.

If Verizon requests that AWS establish a geographically relevant IP at a Verizon End Office, the Parties shall negotiate such request in good faith and, if they have not reached resolution within sixty (60) days, either Party may submit the matter to dispute resolution.

Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NXXs or functionalities served by those IPs. To the extent that any such AWS-IP is not located at a Collocation site at a Verizon Tandem (or Verizon End Office), then AWS shall permit Verizon to establish physical Interconnection at the AWS-IP, to the extent such physical Interconnection is technically feasible.

At any time that AWS establishes a Collocation site at a Verizon End Office, either

Party may request in writing that such AWS Collocation site be established as the AWS-IP for traffic originated by Verizon Customers served by that End Office; in such case, the Verizon End Office shall become an AWS-IP thirty (30) days after receipt of the written request therefor.

4.2.2 As and to the extent required by Section 251 of the Act, the Parties shall provide Interconnection of their networks at any technically feasible point. To the extent the originating Party's POI is not located at the terminating Party's relevant IP, the originating Party is responsible for transporting its traffic from its POI to the terminating Party's relevant IP.

4.3 Mid-Span Fiber Meet Arrangements

4.3.1 In addition to the Interconnection arrangements in Section 4.1, and subject to mutual agreement of the Parties, the Parties may agree to establish a Mid-Span Fiber Meet arrangement, in accordance with the terms of this Section 4.3. The fiber meet point shall be designated as the POI for both Parties. In the event the Parties agree to adopt a Mid-Span Fiber Meet arrangement, each Party agrees to (a) bear all expenses associated with the purchase of equipment, materials, or services necessary to facilitate and maintain such arrangement on its side of the fiber hand-off to the other Party and (b) compensate the terminating Party for transport of traffic from the POI to the terminating Party's IP at rates set forth in Exhibit A.

4.3.2 The establishment of any Mid-Span Fiber Meet arrangement is expressly conditioned upon the Parties' reaching prior written agreement on routing, appropriate sizing and forecasting, equipment, ordering, provisioning, maintenance, repair, testing, augment, compensation procedures and arrangements, reasonable distance limitations, and on any other arrangements necessary to implement the Mid-Span Fiber Meet arrangement. Any Mid-Span Fiber Meet arrangement requested at a third-party premises is expressly conditioned on the Parties having sufficient capacity at the requested location to meet such request, on unrestricted twenty-four (24) -hour access for both Parties to the requested location, on other appropriate protections as reasonably deemed necessary by either Party, and on an appropriate commitment that such access and other arrangements will not be changed or altered.

4.3.3 Mid-Span Fiber Meet arrangements shall be used only for the termination of Local Traffic and IntraLATA Toll Traffic unless and until such time as the Parties have agreed to permit its utilization for other traffic types and unless and until the

Parties have agreed in writing on appropriate compensation arrangements relating to the exchange of other types of traffic over such Mid-Span Fiber Meet, and only where facilities are available.

4.4 Interconnection Trunks

Subject to mutual agreement of the Parties, not to be unreasonably withheld, the Parties shall configure, pursuant to Section 4.4.1 hereof, separate one-way Interconnection Trunks for CMRS traffic from AWS to Verizon, and for CMRS traffic from Verizon to AWS, respectively, or, alternatively, the Parties shall configure two-way Interconnection Trunks for CMRS traffic as provided for under Section 4.4.2 hereof.

4.4.1 One-Way Interconnection Trunks

(a) One-way Interconnection Trunk connections will be made at a DS-3 or DS-1 level; subject to agreement of the Parties, higher speed connections (e.g., STS1, OCn) may be made, when and where available, in accordance with the Joint Process prescribed in Section 13.1 hereof.

(b) Where the Parties deploy one-way Interconnection Trunks, in the event the traffic volume between any two (2) Central Office Switches at any time exceeds the centum call second ("ccs") busy hour equivalent of one (1) DS-1, the originating Party will establish new Interconnection Trunk groups (prescribed in Section 4.1.1 hereof) to the applicable End Office(s) consistent with the grade of service and quality parameters set forth in the Joint Process prescribed in Section 13 hereof.

(c) Each Party will use commercially reasonable efforts to monitor any one-way Interconnection Trunks that it orders and to alleviate blocking on such trunks using generally accepted trunk engineering standards so as to not exceed a blocking objective of B.01. Each Party agrees to use modular trunk engineering techniques (e.g., twenty-four (24) Interconnection Trunks as described in Bellcore Special Report SR-TSV-002275) where practical.

(d) At least semi-annually, AWS shall submit a good faith forecast to Verizon of the number of one-way Interconnection Trunks that AWS anticipates that it will require during the ensuing two (2) year period. Such trunk forecasts shall conform to industry standard guidelines as in effect from time to time.

(e) The Parties shall meet (telephonically or in person), from time to time, as needed, to review the status of one-way trunking provisioning. The Parties shall make available to each other every month appropriate one-way trunking data (e.g., trunk usage data, trunk overflow data).

4.4.2 Two-Way Interconnection Trunks

The Parties acknowledge that they currently utilize two-way trunking for Type 2A and Type 2B Interconnection Trunks. The Parties agree that they will utilize two-way trunking for Type 2A and Type 2B Interconnection Trunks for CMRS traffic in the future, so long as Verizon can measure usage on such Interconnection Trunks, subject to the terms set forth below and the other terms of this Agreement.

(a) Except to the extent that AWS may have already done so, not later than sixty (60) days after the Effective Date of this Agreement, AWS shall provide to Verizon forecast information on the appropriate initial number of high usage and final two-way Interconnection Trunks.

(b) At least semi-annually, AWS shall submit a good faith forecast to Verizon including the number of high usage and final two-way Interconnection Trunks that AWS anticipates that it will require during the ensuing two (2) year period. Such trunk forecasts shall conform to industry standard guidelines as in effect from time to time.

(c) The Parties shall meet (telephonically or in person), from time to time, as needed, to review the status of two-way trunk provisioning. The Parties shall make available to each other every month appropriate two-way trunking data (e.g., trunk usage data, trunk overflow (blocking) data).

(d) AWS shall be responsible for determining the number of two-way Interconnection Trunks required. Accordingly, AWS shall submit ASRs, from time to time, to Verizon setting forth the number of two-way Interconnection Trunks that it is ordering, to include the dates by which AWS wishes to have such two-way Interconnection Trunks installed. AWS shall complete ASRs in accordance with Ordering and Billing Forum Guidelines as in effect from time to time.

(e) The Parties shall use an economic ccs equal to five (5). Further general information regarding trunking may be found in Telcordia reference SR-TAP-000191.

(f) In the event the traffic volume between any two (2) Central Office Switches at any time exceeds the centum call second ("CCS") busy hour equivalent of one (1) DS-1, AWS will establish new two-way Interconnection Trunk groups (prescribed in Section 4.1.2 hereof) to the applicable End Office(s).

(g) If a final two-way Interconnection Trunk has a utilization level of less than sixty percent (60%) for three (3) consecutive months, AWS shall promptly submit an ASR to disconnect such Interconnection Trunk, unless the Parties agree that this Interconnection Trunk should not be disconnected. The determination of trunk utilization levels shall be made in accordance with industry standard engineering practices.

(h) Two-way Interconnection Trunks utilized hereunder shall be from a Verizon End Office or Tandem to a mutually agreeable AWS Point of Interconnection.

(i) Both Parties shall use either a DS1 or DS3 interface, or higher speeds as available and agreed to by the Parties, at the Point of Interconnection.

(j) As Verizon will not be in control of the sizing of two-way Interconnection Trunks between its network and the network of AWS, performance on these Interconnection Trunks shall be excluded from any performance measurements and related provisions that Verizon implements, except for unexcused missed installation appointments and maintenance service intervals.

(k) Maintenance service intervals for two-way Interconnection Trunks provided by Verizon to AWS shall be in parity with the service intervals for two-way Interconnection Trunks that Verizon provides to other telecommunications carriers in PENNSYLVANIA.

(l) If two-way Interconnection Trunks are provisioned using a DS-3 interface facility, AWS shall order the multiplexed DS-3 facilities to the Verizon Central Office that is designated in the NECA 4 Tariff as an intermediate hub location, unless otherwise agreed to in writing by Verizon. The specific NECA 4 intermediate hub location to be used for two-way Interconnection Trunks shall be in the appropriate Verizon Tandem subtending area based on the LERG. In the event the appropriate DS-3 intermediate hub is not used in the ordering process, AWS shall pay one hundred percent (100%) of the facility charges.

(m) Type 2A two-way Interconnection Trunks may carry only Local Traffic, IntraLATA Toll Traffic and InterLATA Toll Traffic. Type 2B two-way Interconnection

Trunks may carry only Local Traffic and IntraLATA Toll Traffic. For the avoidance of any doubt, the following types of traffic may not be carried over two-way Interconnection Trunks: 911/E911 traffic, directory assistance traffic, operator services traffic, information services traffic and choke trunk traffic.

4.5 Switching System Hierarchy

For purposes of routing AWS traffic to Verizon, the subtending arrangements between Verizon Tandem Switches and Verizon End Office Switches shall be the same as the Tandem/End Office subtending arrangements Verizon maintains for the routing of its own or other carriers' traffic. For purposes of routing Verizon traffic to AWS, the subtending arrangements between AWS Tandem Switches (or functional equivalent) and AWS End Office Switches (or functional equivalent) shall be the same as the Tandem/End Office subtending arrangements (or functional equivalent) which AWS maintains for the routing of its own or other carriers' traffic.

4.6 Reliable Network

4.6.1 AWS and Verizon shall work cooperatively to install and maintain a reliable network. AWS and Verizon shall exchange appropriate information (e.g., maintenance contact numbers, information related to the jointly constructed network configuration, and such other information as the Parties shall mutually agree) to achieve this desired reliability.

4.6.2 AWS and Verizon shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion.

5.0 COMPENSATION ARRANGEMENTS

5.1 Reciprocal Compensation Arrangements

5.1.1 The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic over the terminating carrier's switch in accordance with Section 251(b)(5) of the Act at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and Section 17 or, if not set forth therein, in the applicable Verizon Tariff(s). These rates are to be applied at the AWS-IP for traffic delivered by Verizon, and

at the Verizon-IP for traffic delivered by AWS. No additional charges shall apply for the termination of such Reciprocal Compensation Traffic delivered to the Verizon-IP or the AWS-IP by the other Party, except as set forth in Exhibit A. When such Reciprocal Compensation Traffic is terminated over the same trunks as Toll Traffic, any port, transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated using the CLUP Factor, to be applied only to the Toll Traffic. Subject to Section 5.1.2(c), the designation of traffic as Local Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

5.1.2 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this Section 5.1, but instead shall be treated as described or referenced below:

(a) Local Traffic originating with a third carrier and delivered by Verizon to AWS shall be treated as Tandem Transit Service under Section 6.1.

(b) For any traffic originating with a third carrier and delivered by AWS to Verizon, AWS shall pay Verizon the same amount that such third carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by AWS.

(c) Verizon and AWS have not reached agreement with respect to the appropriate treatment of Internet Traffic under the Agreement's Reciprocal Compensation arrangements (the foregoing being the "Disputed Issue"). The entry into, filing and performance by the Parties of this Agreement does not in any way constitute a waiver by either Party of any of the rights and remedies it may have to seek review of any of the provisions of this Agreement relating to the Disputed Issue, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek enforcement or review in any way of any portion of this Agreement in connection with the Disputed Issue. In addition, each Party agrees that it shall comply with the requirements, if any, under Applicable Law with respect to the Disputed Issue.

(d) No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.

(e) Any other traffic not specifically addressed in this Section 5.1 shall be treated as provided elsewhere in this Agreement, or if not so provided, as required by the applicable Tariff of the Party transporting and/or terminating traffic; provided, however, that AWS will charge rates mirroring Verizon's applicable rates.

5.1.3 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.

5.2 Measurement and Billing

5.2.1 The CLUP and PIU factors applicable to Verizon upon the Effective Date are specified in Schedule 5.5. These initial factors will be used for the first three (3) months after the Effective Date of this Agreement, and may be used beyond the first three (3) months if both Parties agree. These factors may be updated quarterly by each Party (with respect to the traffic it originates) by written notification to the other Party. The originating Party will supply quarterly, upon request, an auditable CLUP and PIU report based on the previous three (3) months' InterMTA and IntraMTA Traffic, and applicable to the following three (3) months. The factors will be applied as follows:

First, the CLUP factor is applied to total traffic (excluding Transit Traffic) minutes of use to obtain the split of Reciprocal Compensation Traffic from InterMTA Traffic. Second, the PIU factor is applied to the InterMTA Traffic minutes of use for application and billing of interstate and intrastate access charges, as appropriate.

5.2.2. Measurement of minutes of use for purposes of determining terminating compensation shall be in conversation seconds. All minutes of use shall be aggregated monthly as set forth in the immediately preceding paragraph, and then rounded up to the next whole minute. Measurement of minutes of use for originating toll free service access code (e.g., 800/888/877) calls shall be in accordance with applicable Tariffs.

5.2.3 With respect to IntraMTA Traffic originating in one state and terminating outside such state, the rates applicable to such traffic shall be the rates applicable in the state in which the traffic terminates.

5.3 Each Party reserves the right to audit all traffic, up to a maximum of one (1) audit per calendar year, to ensure that rates are being applied appropriately; provided, however that either Party shall have the right to conduct additional audit(s) if the preceding

audit disclosed material errors or discrepancies. All costs associated with each review and audit shall be borne by the requesting Party. Such review or audit shall be conducted subject to confidentiality protection and during regular business hours. All audits shall be conducted by an independent third-party auditor. All records generated by either Party shall be maintained for at least one (1) year for auditing purposes. Each Party agrees to provide the necessary traffic data in conjunction with any such audit in a timely manner.

5.4 Each Party will bill the other Party for terminating IntraLATA InterMTA Traffic at the appropriate Verizon intrastate access Tariff rate in effect at the time. InterMTA Traffic originated by AWS will be handed off to Verizon in the LATA in which the call is terminated. InterMTA Traffic originated by Verizon will be handed off to AWS in the LATA in which the call is originated.

5.5 AWS shall pay all nonrecurring and service establishment charges associated with Interconnection Trunks as set forth in applicable Verizon Tariffs. Where AWS interconnects with Verizon by purchasing facilities from Verizon pursuant to applicable Verizon Tariffs and these facilities are used for two-way traffic, the applicable recurring and non-recurring charges (if any) for such facilities to AWS will be reduced by a percentage equal to the percentage of traffic on such facilities which originates on Verizon's network and terminates on AWS's network. Such percentage rate is referenced in Schedule 5.5 of the Agreement. The Parties agree to review the percentage rate every three (3) months after the Effective Date and update Schedule 5.5accordingly.

6.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

6.1 Tandem Transit Traffic Service

6.1.1 Verizon shall provide AWS with the transport of Tandem Transit Traffic as provided below ("Transit Service"). Tandem Transit Traffic consists of calls where neither the originating nor terminating Customer is a Customer of Verizon.

6.1.2 Tandem Transit Traffic may be routed over the Interconnection Trunks described in Section 4. AWS shall deliver each Tandem Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by Verizon and billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties.

6.1.3 AWS shall exercise best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual tariffs) with every CLEC, ITC, LEC or other CMRS carrier to which Verizon terminates CMRS Traffic (originated by AWS) that transits a Verizon Tandem Office.

6.1.4 AWS shall pay Verizon for Transit Service that AWS originates at the rate specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier or other LEC imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access Service charges. It is AWS's position that the payment, to third party carriers, of transport and termination and/or access charges for traffic delivered to third party carriers through Transit Service is the sole right and responsibility of the Party originating the call. Upon implementing the technical capability to provide billing records to ITCs in respect of Transit Service calls that the ITCs terminate, Verizon shall promptly provide written notice thereof to AWS, and Verizon shall provide these billing records (for Transit Service calls that AWS originates) to such ITCs within ninety (90) days of such notice to AWS. Once Verizon begins providing these billing records to ITCs, at AWS's written request, VERIZON and AWS shall negotiate, in good faith, an amendment to this Agreement that eliminates AWS's obligation to pay Verizon for additional charges or costs imposed or levied on Verizon by the ITCs and, instead, provides for indemnification by AWS of Verizon for any such additional charges or costs.

6.1.5 If Tandem Transit Traffic between AWS and any individual carrier exceeds one (1) DS1 level volume of calls during any two (2) months in any three (3) month period or during any three (3) months in any six (6) month period, Verizon will endeavor to provide written notice thereof to AWS. Verizon may, at its option, beginning sixty (60) after providing such written notice to AWS, not provide Tandem Transit Traffic Service for Tandem Transit Traffic between AWS and the subject carrier.

6.1.6 If and, when, a third party carrier's Central Office subtends an AWS Central Office, then AWS shall provide to Verizon a service arrangement equal to or equivalent of Transit Service as provided by Verizon to AWS pursuant to this Section 6.1 so that Verizon may terminate calls to the Central Office of such third-party CLEC, ITC, LEC or other CMRS carrier that subtends an AWS Central Office ("Reciprocal Transit Service"). AWS shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this 6.1.

6.1.7 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal Local Traffic exchange arrangement (either via written agreement or tariff) with any CLEC, ITC, LEC or other CMRS carrier to which it terminates CMRS Traffic.

6.2 911/E911 Arrangements for Fixed Wireless Services

The following terms govern the provision of Fixed Wireless-based 911/E911 services:

6.2.1 AWS may, at its option, interconnect to the Verizon 911/E911 selective routers/911 Tandem Offices, as appropriate, that serve the areas in which AWS provides CMRS, for the provision of 911/E911 services and for access to all subtending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide AWS with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, AWS and Verizon will negotiate arrangements to connect AWS to the 911 service.

6.2.2 All path and route interconnections for 911/E911 will be diverse, as necessary, and as required by Applicable Law.

6.2.3. Within thirty (30) days of its receipt of a request from AWS and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide AWS with the following at a reasonable charge, if applicable :

(a) the Master Street Address Guide ("MSAG") for each county within the LATA(s) specified in this Agreement where AWS provides Fixed Wireless Service, which MSAG shall be updated no more frequently than monthly and a complete copy of which shall be made available on an annual basis; provided, however, that AWS must provide to Verizon an authorization letter from the PSAP director before Verizon releases the MSAG to AWS;

(b) a list of the address and the CLLI code of each 911/E911 Selective Router or 911 Tandem office(s) in the area in which AWS plans to offer Fixed Wireless Services constituting CMRS;

(c) a list of Verizon personnel who currently have 911 responsibility;

(d) any special 911 trunking requirements for each 911/E911 selective router or 911 Tandem Office where available; and

(e) prompt return of any AWS E911 data entry files containing errors, so that AWS may ensure the accuracy of the records.

6.2.4 AWS shall use, where available, the Verizon Private Switch/Automatic Location Identification ("PS/ALI") electronic interface, when available, through which AWS shall input and provide a daily update of 911/E911 database information related to appropriate 911 AWS customers. In those areas where the PS/ALI Electronic Interface is not available, AWS shall provide Verizon with all appropriate 911/E911 information such as name, address and telephone number via facsimile for Verizon's entry into the 911 database system. Any 911/E911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E911-related data exchanged electronically shall conform to the National Emergency Number Association standards;

6.2.5 Verizon and AWS will use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient Interconnection of AWS systems to the 911/E911 platforms.

. 6.2.6 Verizon and AWS will work cooperatively, if necessary, to arrange meetings with PSAPs to answer any technical questions the PSAPs, or county or municipal coordinators, may have regarding the 911/E911 arrangements.

6.2.7 AWS shall be responsible for providing facilities from the AWS Mobile Switching Center to the Verizon 911 Tandem.

6.2.8 AWS will compensate Verizon for connections to its 911/E911 systems pursuant to Exhibit A.

6.2.9 AWS will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E911 services in PENNSYLVANIA.

6.2.10 AWS is required to enter data into the 911 database under the NENA Standards for LNP. This includes but is not limited to using AWS's NENA ID to lock and unlock records and the posting of AWS's NENA ID to the ALI record where such locking and unlocking feature for 911 records is available, or as defined by local standards.

6.3 911/E911 Arrangements for CMRS Not Constituting Fixed Wireless Services

The terms of this Section 6.3 apply to provision of 911/E911 services by Verizon to AWS in respect of CMRS services that do not constitute Fixed Wireless Services.

6.3.1 NCAS E911 Services

The Parties are currently negotiating terms governing the provision of NCAS based E911 steering services by Verizon to AWS with respect to AWS's provision of CMRS services that do not constitute Fixed Wireless Services. Upon the Parties' completion of such negotiations, they shall amend this Agreement accordingly.

6.3.2 CAS E911 Services

The following terms govern the provision of CAS-based E911 services:

6.3.2.1 AWS may, at its option, interconnect to the Verizon 911/E911 selective router or 911 Tandem Offices, as appropriate, that serve the areas in which AWS provides exchange services, for the provision of 911/E911 services and for access to all sub-tending Public Safety Answering Points ("PSAP"). In such situations, Verizon will provide AWS with the appropriate CLLI codes and specifications of the Tandem Office serving area. In areas where E911 is not available, AWS and Verizon will negotiate arrangements to connect AWS to the 911 service.

6.3.2.2 All path and route interconnections for 911/E911 will be diverse, as necessary, and as required by Applicable Law.

6.3.2.3Within thirty (30) days of its receipt of a request from AWS and to the extent authorized by the relevant federal, state, and local authorities, Verizon will provide AWS with the following at a reasonable charge, if applicable:

(a) a list of the address and the CLLI code of each 911/E911 Selective/Router or 911 Tandem Office(s) in the area in which AWS plans to offer CAS-based CMRS services that do not constitute Fixed Wireless Services;

(b) a list of Verizon personnel who currently have 911 responsibility;

(c) any special 911 Trunking requirements for each 911/E911 selective router or 911 Tandem Office where available; and

(d) return of any AWS E911 data entry files containing errors, so that AWS may ensure the accuracy of the records.

6.3.2.4 AWS shall use, where available, the Verizon Private Switch/Automatic Location Identification ("PS/ALI") electronic interface, when available, through which AWS shall input and provide a daily update of 911/E911 database information related to appropriate cell/sector location information associated with each face of the cellsite. In those areas where the PS/ALI Electronic Interface is not available, AWS shall provide Verizon with all appropriate 911/E911 information. via facsimile for Verizon's entry into the 911/E911 database system. Any 911/E911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to Verizon standards, whereas 911/E911-related data exchanged electronically shall conform to the National Emergency Number Association standards;

6.3.2.5 Verizon and AWS shall each use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient Interconnection of AWS systems to the 911/E911 platforms.

6.3.2.6 Verizon and AWS will work cooperatively, if necessary, to arrange meetings with PSAPs to answer any technical questions the PSAPs or county or municipal coordinators may have regarding the 911/E911 arrangements.

6.3.2.7 AWS shall be responsible for providing facilities from the AWS Mobile Switching Center to the Verizon 911 Tandem.

6.3.2.8 AWS will compensate Verizon for connections to its 911/E911 pursuant to Exhibit A.

6.3.2.9AWS will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E911 services in PENNSYLVANIA.

6.3.2.10 AWS is required to enter data into the 911 database under the NENA Standards for LNP. This includes but is not limited to using AWS's NENA ID to lock and unlock records and the posting of AWS's NENA ID to the ALI record where such locking and unlocking feature for 911 records is available, or as defined by local standards.

6.5 Switched Access Detail Usage Data

Upon request and, where available, Verizon shall provide AWS with switched access detail usage data on magnetic tape or via such other media as the Parties may agree to, at intervals agreed to by the Parties at rates as provided in Exhibit A.

7.0 DIRECTORY SERVICES ARRANGEMENTS

To the extent required by Applicable Law and, at AWS's written request, Verizon shall provide directory services to AWS with respect to AWS Customers that purchase Fixed Wireless Services from AWS. Accordingly and, for the avoidance of any doubt, references in this Section to a "Primary Listing", "Listing Information", AWS "Customer" and the like shall only be in respect of AWS Customers that purchase Fixed Wireless Services from AWS. Verizon shall provide such directory services in accordance with the terms of this Section.

7.1 Listing Information

As used herein, "Listing Information" means an AWS Customer's primary name, address (including city, state and zip code), telephone number(s), the delivery address and number of directories to be delivered, and, in the case of a business Customer, the primary business heading under which the business Customer desires to be placed, and any other information Verizon deems necessary for the publication and delivery of directories.

7.2 Listing Information Supply

AWS shall provide to Verizon on a regularly scheduled basis, at no charge, and in a format required by Verizon or by a mutually agreed upon industry standard (e.g., a standard developed by the Ordering and Billing Forum), all Listing Information for each AWS Customer whose assigned or ported telephone numbers fall within the geographic area covered by the relevant Verizon directory. AWS shall also provide to Verizon (a) on a daily basis, information showing AWS Customers who have disconnected or terminated their service with AWS; and (b) delivery information for non-listed and non-published AWS Customers to enable Verizon to perform its distribution responsibilities. Verizon shall promptly provide to AWS, within forty-eight (48) hours of receipt by Verizon, a query on any listing that is not acceptable.

7.3 Listing Inclusion

Verizon shall include each AWS Customer's Primary Listing in the appropriate alphabetical directory and, for business Customers, in the appropriate classified (Yellow Pages) directory in accordance with the directory configuration, scope and schedules determined by Verizon in its sole discretion, at prices in parity with those Verizon provides to its own retail Customers and shall provide initial distribution of such directories to such Customers in the same manner it provides initial distribution of such directories to its own Customers. "Primary Listing" means a Customer's primary name, address and telephone number. Listings of AWS's Customers shall be interfiled with listings of Verizon's Customers and the Customers of other LECs included in the Verizon directories. AWS shall pay Verizon's Tariffed charges for additional and foreign alphabetical listings and other alphabetical services (e.g., caption arrangements) for AWS's Customers. Verizon shall not require a minimum number of listings per order.

7.4 Verizon Information

Upon request by AWS, Verizon shall make available to AWS the following information to the extent that Verizon provides such information to its own business offices: a directory list of relevant NXX codes, directory and "Customer Guide" close dates, publishing data, and Yellow Pages headings. Verizon also will make available to AWS, upon written request, a copy of Verizon's alphabetical listings standards and specifications manual.

7.5 Confidentiality of Listing Information

Verizon shall accord AWS Listing Information the same level of confidentiality that Verizon accords its own Listing Information, and shall use such Listing Information solely for

the purpose of providing directory-related services; provided, however, that should Verizon elect to do so, it may use or license AWS Listing Information for directory publishing, direct marketing, or any other purpose for which Verizon uses or licenses its own listing information, so long as AWS Customers are not separately identified as such; and provided further that AWS may identify those of its Customers who request that their names not be sold for direct marketing purposes, and Verizon shall honor such requests to the same extent as it does for its own Customers.

7.6 Accuracy

Both Parties shall use commercially reasonable efforts to ensure the accurate publication of AWS Customer listings. At AWS's written request, Verizon shall provide AWS with a report of all AWS Customer listings no more than ninety (90) days and no less than thirty (30) days prior to the service order close date for that directory. Verizon shall process any corrections made by AWS with respect to its listings, provided such corrections are received prior to the close date of the particular directory.

7.7 Standards

AWS shall adhere to all practices, standards and ethical requirements established by Verizon with regard to listings. By providing Verizon with Listing Information, AWS warrants to Verizon that AWS has the right to provide such listings to Verizon on behalf of its Customers. AWS shall make commercially reasonable efforts to ensure that any business or person to be listed is authorized and has the right (a) to provide the product or service offered, and (b) to use any personal or corporate name, trade name or language used in the listing. In addition, AWS agrees to release, defend, hold harmless and indemnify Verizon from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Verizon's publication or dissemination of the Listing Information provided by AWS hereunder.

7.8 Liability

Verizon's liability to AWS in the event of a Verizon error in or omission of a listing shall not exceed the amount of charges actually paid by AWS for such listing. In addition, AWS agrees to take all reasonable steps, including entering into appropriate contractual provisions with its Customers, to ensure that its and Verizon's liability to AWS's Customers in the event of a Verizon error in or omission of a listing shall be subject to the same limitations of liability applicable between Verizon and its Customers.

7.9 Service Information Pages

Verizon shall include all AWS NXX Codes associated with the geographic areas to which each directory pertains, to the extent it does so for Verizon's own NXX codes, in any lists of such codes that are contained in the general reference portion of each directory. AWS's NXX Codes shall appear in such lists in the same manner as Verizon's NXX information. In addition, where AWS is authorized to provide CMRS service, and is offering, Fixed Wireless Service to Customers located within the geographic region covered by a specific directory, at AWS's written request, Verizon shall include, at no charge, in the "Customer Guide" or comparable section of the applicable alphabetical directories, AWS's critical contact information for AWS's installation, repair and Customer service, as provided by AWS, and such other essential local service oriented information as agreed to in writing by the Parties. Such critical contact information shall appear alphabetically by local exchange carrier in accordance with Verizon's generally applicable policies. AWS shall be responsible for providing the necessary information to Verizon by the applicable close date for each affected directory.

7.10 Directory Publication.

Nothing in this Agreement shall require Verizon to publish a directory where it would not otherwise do so.

8.0 UNBUNDLED ACCESS

If and, only to the extent required by, Applicable Law, each Party shall offer to the other Party nondiscriminatory access to Network Elements on an unbundled basis at any Technically Feasible Point. Any such access shall be provided only where facilities are available, and on terms, conditions and prices in conformance with Applicable Law. Nothing in this Agreement shall obligate either Party to provide a combination of Network Elements except to the extent required by Applicable Law.

9.0 ACCESS TO RIGHT OF WAY-SECTION 251(b)(4)

To the extent required by Applicable Law, each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties, and in conformance with 47 U.S.C. 224, where facilities are available, on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs (including generally available license agreements). Where no such Tariffs exist, such access shall be provided in accordance with the requirements of 47 U.S.C. 224, including any applicable FCC regulations that may be issued.

10.0 COLLOCATION

Verizon shall offer to AWS Collocation of equipment necessary for Interconnection or for access to unbundled Network Elements. Collocation shall be provided on terms, conditions and prices in conformance with and, to the extent required by, Applicable Law. VERIZON shall offer to AWS Physical Collocation of equipment necessary for Interconnection or for access to unbundled Network Elements, including without limitation, microwave transmission facilities on Verizon rooftops and other suitable exterior space and access to riser conduits or cable support to connect such microwave transmission facilities to AWS Collocation space within the same building, except that Verizon may offer only Virtual Collocation if Verizon demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. Verizon shall, upon receipt of a properly completed AWS Collocation request with respect to a Verizon premise, cooperate with AWS if AWS wishes to identify rooftop location(s) on such Verizon premise in order to facilitate line of sight for microwave transmission facilities. AWS will be responsible for all government approvals, including, but not limited to, local zoning and/or building permits, FAA filings, etc.

11.0 NUMBER RESOURCES ASSIGNMENT

11.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, as may be amended from time to time, or to establish, Rate Centers and Rating Points corresponding to such NXX Codes.

11.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX Codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

11.3 Unless mandated otherwise by a Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, AWS shall adopt the Rate Center Areas and Rate Center Points that the Commission has approved for Verizon, in all areas where Verizon and AWS service areas overlap.

11.4 AWS will also designate a Rating Point for each assigned NXX Code. AWS shall designate one location for each Rate Center as the Rating Point for the NPA-NXXs associated with that Rate Center, and such Rating Point shall be within the same LATA as the Rate Center but not necessarily within the Rate Center itself.

11.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain AWS's choices regarding the size of the local calling area(s) that AWS may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to, Verizon's local calling areas.

12.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

12.1 Cooperation

The Parties will work cooperatively to install and maintain a reliable network. AWS and Verizon will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion.

Each Party shall designate a person or persons who shall be available twenty-four (24) hours a day, seven (7) days a week to respond to maintenance and outage problems and inquiries from the other Party.

AWS Contact: Network Operations Center 1-800-832-6662

Verizon Contact: Trouble Center 1-800-809-4886

12.2 Responsibility for Following Standards

Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other or any third parties connected with or involved directly in the network of the other.

12.3 Interference or Impairment

If either Party (the "Impaired Party") reasonably determines that the characteristics and methods of operation used by the other Party (the "Interfering Party") will or may interfere with or impair its provision of services, the Impaired Party shall have the right to discontinue service subject, however, to the following:

12.3.1 Subject to Section 12.3.3, the Impaired Party shall have given the Interfering Party at least thirty (30) days' written notice prior to such discontinuance of service of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period.

12.3.2 The Impaired Party shall have concurrently provided a copy of the notice provided to the Interfering Party under Subsection 12.3.1 above to the appropriate federal and/or state regulatory bodies.

12.3.3 Notice in accord with subsections 12.3.1 and 12.3.2 above shall not be required in emergencies and the Impaired Party may immediately discontinue service if reasonably necessary to meet its obligations. In such case, however, the Impaired Party shall use all reasonable means to notify the Interfering Party and the appropriate federal and/or state regulatory bodies. Nothing in this Section shall be interpreted to prohibit either Party from seeking any available remedies with respect to such discontinuance.

12.3.4 Upon correction of the interference or impairment, the Impaired Party will promptly renew service and/or Interconnection to the Interfering Party. During such period of discontinuance, there will be no compensation or credit allowance for interruptions, unless the impairment or interference was not caused by the Interfering Party or unless the Parties agree otherwise.

12.4 Repeated or Willful Noncompliance

The Interconnection, unbundled Network Elements, and services provided hereunder may be discontinued by either Party upon written notice to the other Party for repeated or willful violation of and/or a refusal to comply with this Agreement in any material respect. Such written notice shall provide a thirty (30) day opportunity to cure before any discontinuation may occur. The Party discontinuing will notify the appropriate federal and/or state regulatory bodies concurrently with the notice to the other Party of the prospective discontinuance.

12.5 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow procedures for isolating and clearing the outage or trouble that are no less favorable than those that apply to comparable arrangements, facilities, or services being provided by the providing Party to any other carrier whose network is connected to that of the providing Party. AWS and Verizon may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers. If AWS purchases services from Verizon under an applicable Verizon Tariff and there is a service interruption with respect to which there is an applicable credit allowance under such Tariff, the credit allowance to AWS shall be in accordance with the terms of such Verizon Tariff; provided, however, that in no case shall Verizon owe (or AWS receive) more than such credit allowance with respect to such interruption.

12.6 Notice of Changes - Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the inter-operability of its network with the other Party's network, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. In addition, the Parties will comply with the Network Disclosure rules adopted by the FCC in CC Docket No. 86-79 as may be amended from time to time.

12.7 Fraud

The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

13.0 NETWORK CONFIGURATION

13.1 Joint Network Implementation and Grooming Process

Upon the request of either Party, the Parties shall jointly develop an implementation and grooming process (the "Joint Grooming Process" or "Joint Process") which may define and detail, inter alia,

(a) the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the trunk groups, including, but not limited to, standards and procedures for notification and discoveries of trunk disconnects;

(b) disaster recovery provision escalations;

(c) additional technically feasible and geographically relevant IP(s) as provided in Section 4.2. above; and

(d) such other matters as the Parties may agree, including, e.g., End Office to End Office high usage trunks as good engineering practices may dictate.

Nothing in this subsection 13.1 shall affect either Party's obligations to meet the milestone dates set forth in Schedule 4.1 hereof.

13.2 Installation, Maintenance, Testing and Repair

Unless otherwise agreed to by the Parties, Interconnection shall be provided at parity. For purposes of this Agreement, a Party's obligation to provide parity shall be in accordance with Applicable Law. If either Party is unable to fulfill its obligations under this Section 13.2, it shall notify the other Party of its inability to do so and will negotiate alternative intervals in good faith. The Parties agree that the standards to be used by each Party for isolating and clearing any disconnections and/or other outages or troubles shall be at parity. For purposes of this Section, "parity" shall mean in a manner that is at least equal in quality to that which a Party provides to itself or to any subsidiary, affiliate, or any other party to which it provides Interconnection. Verizon shall provide to AWS any and all performance monitoring reports that Verizon is required under Applicable Law to provide to AWS for services and facilities provided by Verizon to AWS hereunder.

14.0 Number Portability ("LNP")

14.1 Scope

To the extent required by Applicable Law and, at AWS's written request, the Parties shall provide Number Portability ("NP") to each other with respect to AWS Customers that purchase Fixed Wireless Services from AWS. Accordingly and, for the avoidance of any doubt, references in this Section to an AWS "Customer" and the like shall only be in respect of AWS Customers that purchase Fixed Wireless Services from AWS. The Parties shall provide such NP in accordance with the terms of this Section and the rules and regulations therefor as from time to time prescribed by the FCC.

14.2 Procedures for Providing LNP ("Long-term Number Portability")

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established at the Ordering And Billing Forum. The Parties shall provide LNP on a reciprocal basis, as follows:

14.2.1 LNP applies where a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B") and such Customer elects to utilize the

original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received appropriate authorization in accordance with Applicable Law from an end user Customer and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all such appropriate authorizations, and Party A may request, upon reasonable notice, a copy of any authorizations.

14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

14.2.3 When a Customer of Party A ports its telephone numbers to Party B and the Customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the Customer. Party B may request that Party A port all reserved numbers assigned to the Customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the Customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another end user Customer.

14.2.4 When a Customer of Party A ports its telephone numbers to Party B, in the process of porting the Customer's telephone numbers Party A shall implement the ten-digit trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

14.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.

14.2.6 Where LNP is commercially available, the NXXs in the Central Office shall be defined as portable, except as noted in Section 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable Central Offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.

14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless an NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services as designated by AWS (NXX codes assigned to AWS Fixed Wireless Services will be designated as portable unless AWS otherwise designates as non-portable); codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network. In addition, the Parties agree to enable all LNP capable switches to perform LNP queries on incoming non-queried calls destined to an LNP capable NXX resident in all LNP End Office switches.

14.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier to perform the query for LNP for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

14.3 Procedures for Providing NP Through Full NXX Code Migration

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of

NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

15.0 DATABASES AND SIGNALING

15.1 Each Party shall provide the other Party with access to databases and associated signaling necessary for call routing and completion by providing SS7 Signaling utilizing Type S Interconnection pursuant to, and in accordance with existing Tariffs and Interconnection, and access to toll free Service Access Code (e.g., 800/888/877) databases, LIDB, and any other necessary databases in accordance with existing Tariffs and/or agreements with other unaffiliated carriers, as set forth in the Exhibit A; provided, however, that neither Party shall have any obligation to continue to provide such access that ceases to be subject to an unbundling obligation under Applicable Law. Alternatively, either Party may secure CCS Interconnection from a commercial SS7 hub provider, and in that case the other Party will permit the purchasing Party to access the same databases as would have been accessible if the purchasing party had connected directly to the other Party's CCS network. In either case, AWS shall comply with Verizon's SS7 certification process prior to establish CCS Interconnection with Verizon.

15.2 The Parties will provide CCS Signaling to one another in conjunction with all Local Traffic, Toll Traffic and Transit Traffic; provided, however, that neither Party shall have any obligation to continue to provide such access that ceases to be subject to an unbundling obligation under Applicable Law. The Parties will cooperate on the exchange of TCAP messages to facilitate interoperability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its Customers. All CCS Signaling parameters will be provided upon request (where available), including called party number, Calling Party Number, originating line information, calling party category, and charge number. All privacy indicators will be honored. The Parties will follow all Ordering and Billing Forum-adopted standards pertaining to CIC/OZZ codes. Where CCS Signaling is not available, in-band multi-frequency (MF) wink start signaling will be provided. Any such MF arrangement will require a separate local trunk circuit between the Parties' respective switches in those instance where Parties have established End Office to End Office high usage trunk groups. In such an arrangement, each Party will outpulse the full ten-digit telephone number of the called party to the other Party.

15.3 Each Party shall provide trunk groups, where available and upon reasonable request, that are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel

transmission to allow for ISDN interoperability between the Parties' respective networks.

15.4 The following publications describe the practices, procedures and specifications generally utilized by Verizon for signaling purposes and are listed herein to assist the Parties in meeting their respective Interconnection responsibilities related to signaling:

(a) Bellcore Generic Requirements, GR-905-CORE, Issue 1, March 1995, and subsequent issues and amendments; and

(b) VERIZON Supplement Common Channel Signaling Network Interface Specification (VERIZON-905).

15.5 Verizon shall charge AWS for Type S Interconnection in accordance with Exhibit A hereto and applicable Tariffs.

16.0 GENERAL RESPONSIBILITIES OF THE PARTIES

16.1 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering such traffic to the other Party's network in the standard format compatible with Verizon's network, as set forth in Bellcore Technical Reference GR-145-Core, Issue 2, May 1998, as in effect from time to time (and any successor thereto), and to terminate the traffic it receives in that standard format to the proper address on its network. Such facility shall be designed based upon the description and forecasts provided under Section 4.0 above. The Parties are each solely responsible for participation in and compliance with national network plans.

16.2 Neither Party shall use any service provided in this Agreement in any manner that materially interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise materially impairs the quality of service to other carriers or to either Party's Customers, and either Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice, if practicable, at the earliest practicable time.

16.3 Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers, except as otherwise provided in Section 23.0 of this Agreement.

17.0 COORDINATION WITH TARIFF TERMS

17.1 The Parties acknowledge that some of the services, facilities, and arrangements described herein are or will be available under and subject to the terms of the federal or state Tariffs of the other Party applicable to such services, facilities, and arrangements. To the extent a Tariff of the providing Party applies to any service, facility, and arrangement described herein, the Parties agree as follows:

17.1.1 Those rates and charges set forth in Exhibit A for the services, facilities, and arrangements described herein that reference or are identical to a rate contained in an existing Tariff of the providing Party, shall conform with those contained in the then-prevailing Tariff and vary in accordance with any changes that may be made to the Tariff rates and charges subsequent to the Effective Date; provided, however, that AWS shall mirror Verizon rates and charges for the same services, facilities and arrangements.

17.1.2 The rates and charges set forth in Exhibit A shall apply until such time as they are replaced by new rates as may be approved by the [Commission] from time to time, subject to a stay or other order issued by any court of competent jurisdiction; provided, however, that AWS may not charge Verizon a rate higher than the Verizon rates and charges for the same services, facilities and arrangements. At such time(s) as such new rates have been approved by the [Commission], the Parties shall amend Exhibit A to reflect the new approved rates.

17.2 Except with respect to the rates and charges described in Section 17.1 above, all other terms contained in an applicable Tariff of the providing Party shall apply in connection with its provision of the particular service, facility, and arrangement hereunder.

18.0 INSURANCE

18.1 The Parties shall maintain, during the term of this Agreement, all insurance and/or bonds required by law and necessary to satisfy its obligations under this Agreement, including, without limitation, its obligations set forth in Section 18 hereof. At a minimum and without limiting the foregoing covenant, the Parties shall maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and

personal injury, with limits of at least $2,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form with limits of at least $500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least $10,000,000 combined single limit for each occurrence.

(d) Worker's Compensation Insurance as required by law and Employer's Liability Insurance with limits of not less than $1,000,000 per occurrence.

18.2 The Parties shall name each other as an additional insured on the foregoing insurance.

18.3 Each Party shall, within two (2) weeks of the date hereof and on a semi-annual basis thereafter, furnish certificates or other adequate proof of the foregoing insurance to the other Party. AWS's certificates or other proof of the foregoing insurance shall be sent to: Director – Interconnection Services, VERIZON Wholesale Markets, 1095 Avenue of the Americas, Room 1423, New York, NY 10036. In addition, each Party shall require its agents, representatives, or contractors, if any, that may enter upon the premises of the other Party or the other Party's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish the other Party certificates or other adequate proof of such insurance. Certificates furnished by each Party or their respective agents, representatives, or contractors shall contain a clause stating: "The [OTHER PARTY] shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance."

18.4 Notwithstanding any other provisions of this agreement to the contrary, the foregoing insurance requirements set forth in this Section 18.0 shall apply to a Party only to the extent such Party has a net worth of less than one hundred million dollars ($100,000,000).

19.0 TERM AND TERMINATION

19.1 This Agreement shall be effective as of the Effective Date of this Agreement and, unless terminated earlier in accordance with the terms hereof, shall continue in effect

until December 31, 2001 (the “Initial Term”), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

19.2 Upon the expiration of the Initial Term or at any time thereafter, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be received at least three (3) months, but not greater than twelve (12) months, in advance of the date of termination. In the event of such termination, if neither Party has requested renegotiation of a new Interconnection Agreement, the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available and or applicable to CMRS providers, under the terms of this Agreement on a month-to-month basis until such time as a new agreement is entered into, or if no agreement is entered into, until (a) or (b) becomes available.

19.3 If either Party seeks to renegotiate this Agreement, unless otherwise agreed by the Parties, it must provide written notice thereof to the other Party no earlier than nine (9) months prior to the end of the Initial Term. The date of a Party's receipt of the other Party's request to renegotiate shall hereinafter be referred to as the "Renegotiation Request Date." Any such request shall be deemed by both Parties to be a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request. If the Parties do not execute a new Interconnection Agreement within the respective periods set under the Act, either Party may exercise its applicable rights under the Act.

19.4 If either Party requests renegotiation of this Agreement pursuant to Section 19.4 hereof, this Agreement shall remain in effect as set forth in this Section 19.0 until the earlier of (a) the Parties' execution of a new Interconnection Agreement or (b) the passage of twelve (12) months after the Renegotiation Request Date. If a new Interconnection Agreement negotiated by the Parties has not been duly executed within twelve (12) months after the Renegotiation Request Date, the service arrangements made available under this Agreement and existing at that time shall, unless otherwise agreed by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available and or applicable to CMRS providers, under the terms of this Agreement on a

month-to-month basis until the Parties' new Interconnection Agreement is executed or until such time as (a) or (b) becomes available. Upon execution of the Parties' new Interconnection Agreement, that agreement shall govern the Parties' Interconnection service arrangements, rather than items (a), (b) or (c) above.

19.5 If either Party defaults in the payment of any amount due hereunder, or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof and without cure, the other Party may terminate this Agreement or suspend the provision of any or all services hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

20.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

21.0 CANCELLATION CHARGES

Except as provided herein, or as otherwise provided in any applicable Tariff or contract referenced herein, no cancellation charges shall apply.

22.0 NON-SEVERABILITY

The services, arrangements, Interconnection, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable; provided however, nothing herein is intended to limit any rights provided pursuant to 47 U.S.C. § 252(i).

Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

23.0 INDEMNIFICATION

23.1.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, arising from transactions or activities relating to this Agreement and to the extent proximately caused by the negligent or willful acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own Customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section 23.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

23.2 The indemnification provided herein shall be conditioned upon:

(a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights

of the indemnified Party, the indemnified Party shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the indemnified Party against, the Loss for any amount in excess of such refused settlement or judgment.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.

(e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

24.0 LIMITATION OF LIABILITY

24.1 The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities, or out of failures, mistakes, omissions, interruptions, delays, errors, or defects (collectively, "Errors") occurring in the course of furnishing any services, arrangements, or facilities hereunder shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the event no Tariff(s) apply, the providing Party's liability for such Errors shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

24.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 23.0.

24.3 The Parties agree that neither Party shall be liable to the Customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the Customers of the Party

purchasing the service. In the event of a dispute involving both Parties with a Customer of one Party, both Parties shall assert the applicability of any limitations on liability to Customers that may be contained in either Party's applicable Tariff(s).

25.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

25.1 Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

25.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC as an integral part of Verizon's application pursuant to Section 271(d) of the Act. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement, including, without limitation, the conformance of this Agreement to the FCC Regulations as provided in Section 25.3 below.

25.3 The Parties recognize that the FCC has issued and may continue to issue regulations implementing Sections 251, 252, and 271 of the Act that affect certain terms contained in this Agreement. In the event that any one or more of the provisions contained herein is inconsistent with any applicable effective rule contained in the FCC Regulations, the Parties agree to make only the minimum revisions necessary to eliminate the inconsistency or amend the application-affecting provision(s). Such minimum revisions shall not be considered material, and shall not require further Commission approval (beyond any Commission approval required under Section 252(e) of the Act). In the event that either Party reasonably concludes that a change proposed by the other Party pursuant to this Section is materially detrimental to it, such Party may invoke the dispute resolution procedures set forth in Section 26.9 of this Agreement.

25.4 In the event any Applicable Law other than the FCC Regulations requires modification of any material term(s) contained in this Agreement, either Party may require a renegotiation of the term(s) that require direct modification as well as of any term(s) that are reasonably affected thereby. If neither Party requests such a renegotiation or if an Applicable Law requires modification of any non-material term(s), then the Parties agree to

make only the minimum modifications necessary, and the remaining provisions of this Agreement shall remain in full force and effect. For purposes of this Section and without limitation of any other modifications required by Applicable Law, the Parties agree that any modification required by Applicable Law that affects either Party's receipt of Reciprocal Compensation or the compensation structure described in Exhibit A for the transport and termination of Reciprocal Compensation Traffic, shall be deemed to be a modification of a material term that requires immediate good faith renegotiation between the Parties.

26.0 MISCELLANEOUS

26.1 Authorization

26.1.1 Verizon is a corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

26.1.2 AWS is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

26.2 Independent Contractor; Disclaimer of Agency.

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

26.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

26.4 Confidentiality

26.4.1 All information, including but not limited to specification, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, network forecasts and market data, (i) furnished by one Party to the other Party dealing with Customer specific, facility specific, or usage specific information, other than customer information communicated for the purpose of publication or directory database inclusion, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or (iii) communicated orally and declared to the receiving Party at the time of delivery, and by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

26.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than reasonable) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such

terms and conditions as may be agreed upon between the Parties in writing.

26.4.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

(a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or

(b) is or becomes publicly known through no wrongful act of the receiving Party; or

(c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(d) is independently developed by an employee, agent, or contractor of the receiving Party that is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the Proprietary Information; or

(e) is approved for release by written authorization of the disclosing Party; or

(f) is required to be made public by the receiving Party pursuant to Applicable Law or regulation, provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

26.4.4 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, electromagnetic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

26.4.5 Notwithstanding any other provision of this Agreement, the provisions of this Section 26.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

26.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which this Agreement is to be performed, except for its conflicts of laws provisions. In addition, insofar as and to the extent federal law may apply, federal law will control.

26.6 Taxes

26.6.1 In General. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or permitted by Applicable Law to be collected from the purchasing Party by the providing Party, then (a) the providing Party shall properly bill the purchasing Party for such Tax, (b) the purchasing Party shall timely remit such Tax to the providing Party and (c) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

26.6.2 Taxes Imposed on the Providing Party. With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, which Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (a) shall provide the providing Party with notice in writing in accordance with subsection 26.6.6 of this Agreement of its intent to pay the Receipts Tax and (b) shall timely pay the Receipts Tax to the applicable tax authority.

26.6.3 Taxes Imposed on Customers. With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (a) shall be required to impose and/or collect such Tax from the Subscriber and (b) shall timely remit such Tax to the applicable taxing authority.

26.6.4 Liability for Uncollected Tax, Interest and Penalty. If the providing Party has not received an exemption certificate and fails to collect any Tax as required by subsection 29.6.1, then, as between the providing Party and the purchasing Party, (a) the purchasing Party shall remain liable for such uncollected Tax and (b) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. If the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by subsection 26.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by subsection 26.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the purchasing Party fails to pay the Receipts Tax as required by subsection 26.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax from Subscribers as required by subsection 26.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

26.6.5 Tax Exemptions and Exemption Certificates. If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Law also provides an

exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in subsection 26.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (a) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Law which clearly allows such exemption and (b) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (e.g., an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

26.6.6 If any discount or portion of a discount in price provided to AWS under this Agreement (including, but not limited to, a wholesale discount provided for in Exhibit A) is based on anticipated Tax savings to Verizon because it was anticipated that receipts from sales of Verizon services that would otherwise be subject to a Tax on such receipts could be excluded from such Tax under Applicable Law because the Verizon services would be sold to AWS for resale, and Verizon is, in fact, required by Applicable Law to pay such Tax on receipts from sales of Verizon services to AWS, then, as between Verizon and AWS, AWS shall be liable for, and shall indemnify and hold harmless Verizon against (on an after-tax basis), any such Tax and any interest and/or penalty assessed by the applicable taxing authority on either AWS or Verizon with respect to the Tax on Verizon's receipts.

26.6.7 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 26.6, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 26.10 as well as to the following:

To VERIZON: Tax Administration
VERIZON Corporation
1095 Avenue of the Americas
Room 3109

New York, NY 10036

To AWS: AWS Tax Department
7277 164th Avenue, N.E.
Redmond, WA 98052

Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section 26.6. Any notice or other communication shall be deemed to be given when received.

26.7 Assignment

Each Party covenants that, if it sells or otherwise transfers to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not authorized hereunder is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

26.8 Billing and Payment; Disputed Amounts

Except as may otherwise be provided in this Agreement, each Party shall submit on a monthly basis an itemized statement of charges incurred by the other Party during the preceding month(s) for services rendered hereunder. Payment of billed amounts under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, within thirty (30) days of the date of such statement.

26.8.1 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of

the incurred charges, by the billing Party under this Agreement, and the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion.

26.8.2 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due (a) all undisputed amounts to the Billing Party and (b) all Disputed Amounts into an interest bearing escrow account with a third party escrow agent mutually agreed upon by the Parties.

26.8.3 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

26.8.4 If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to subsection 26.8.3, or if either Party fails to appoint a designated representative within thirty (30) days of the end of the sixty (60) day period referred to in subsection 26.8.3, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity. The Commission may direct release of any or all funds (including any accrued interest) in the escrow account, plus late payment charges, to be paid to either Party

26.8.5 The Parties agree that all negotiations pursuant to this subsection 26.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

26.8.6 Charges which are not paid by the due date stated on either Party's bill shall be subject to a late payment charge. The late payment charge shall be an amount specified by the Party which shall not exceed a rate of 1½% of the overdue amount (including any unpaid previously billed late payment charges) per month.

26.9 Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. At the request of either Party, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

26.10 Notices

Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

To AWS:

AT&T Wireless Services, Inc.
Jill Mounsey
Director Enterprise Support
Wireless Network Services
7277 164th Avenue, N.E.
Redmond, WA 98052
Facsimile: (425) 580-8609

To Verizon:

President Telecom Industry Services
Verizon Communications
1095 Avenue of the Americas
40th Floor
New York, NY 10036
Telephone: (212) 395-1155
Facsimile: (212) 597-2585

with a copy to:

Verizon Services Corp.
Attn: Mr. Jack H. White,
Associate General Counsel
1320 N. Court House Road, 8th Floor
Arlington, VA 22201
Telephone: (703) 974-1368
Facsimile: (703) 974-0744

with a copy to:

Verizon – Pennsylvania, Inc.
1717 Arch Street
Philadelphia, PA 19103

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (a) the date of actual receipt, (b) the next business day when notice is sent via express mail or personal delivery, (c) three (3) days after mailing in the case of first class or certified U.S. mail, or (d) on the date set forth on the confirmation in the case of telecopy.

26.11 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

26.12 No Third Party Beneficiaries; Disclaimer of Agency

This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

26.13 No License

25.13.1 Except as may be expressly provided herein, nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

26.13.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

26.13.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT

THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

26.13.4 AWS agrees that the rights granted by Verizon hereunder shall, where applicable, be subject to the restrictions, if any, contained in any current software license agreements between Verizon and Verizon's software vendors. AWS acknowledges that functions and features made available to it hereunder through the use of third party proprietary products may involve additional terms and conditions and/or separate licensing to AWS.

26.14 Technology Upgrades

Notwithstanding any other provision of this Agreement, either Party shall have the right to deploy, upgrade, migrate and maintain its network at its discretion; provided however, the foregoing shall not affect each Party's rights and obligations with regards to its network architecture set forth in Section 4 hereof. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network. Nothing in this Agreement shall limit Verizon's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Subject to the last sentence of this Section 26.14, AWS shall be solely responsible for the cost and effort of accommodating such changes in its own network. Nothing in this Section shall be construed to limit or modify either Party's respective obligations under Applicable Law. In the event that Verizon deploys a new Tandem Switch after the Effective Date, Verizon will provide AWS with reasonable advance notice of such a change, and Verizon will work cooperatively with AWS to accomplish all necessary network changes; in such case, Verizon will waive all non-recurring charges otherwise applicable to AWS orders for moving existing trunks from the existing Tandem Switch to the new Tandem Switch.

26.15 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

26.16 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, Tariffs and other documents or instruments referred to herein that are incorporated into this Agreement by this reference constitute the entire agreement between the Parties with respect to the subject matter hereof, supersede any and all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

26.17 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

26.18 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

26.19 Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

26.20 Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party’s trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party’s prior written consent.

26.21 Restructured/New Rates

Nothing in this Agreement shall affect or limit Verizon's right to modify, restructure or change a Network Element or service and to charge AWS such rates as approved by the [Commission] for such modified, restructured or altered Network Element or service. Verizon shall be entitled to recover from AWS such new, additional or restructured rates, charges or prices in accordance with the terms of the order or Tariff under which such rates, charges or prices go into effect.

26.22 Electronic Order Entry System

Within thirty (30) days of the Effective Date, AWS will obtain access to Verizon's electronic order entry system. Thereafter, all orders placed by AWS with Verizon shall be electronically transmitted in a format and sufficient detail to be accommodated by Verizon's electronic order entry systems. Orders not placed electronically after that date may be subject to a service charge of one hundred dollars ($100) per order, except for those orders not electronically placed because of problems at Verizon in receiving the order or because of a power outage or other circumstances outside of AWS's control.

26.23 Assurance of Payment

The following payment assurance obligations shall not apply to a Party so long as such Party has a net worth of at least $100,000,000.00. Subject to the foregoing, upon request by either Party (the "Creditor Party"), the other Party (the "Debtor Party") shall, from time to time, provide (in accordance with the terms of this Section) to the Creditor Party adequate assurance of payment of amounts due (or to become due) to the Creditor Party hereunder. Assurance of payment of charges may be requested by (a) the Creditor Party, if the Debtor Party, in the Creditor Party's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) the Creditor Party, if the Debtor Party fails to timely pay a bill rendered to the Debtor Party by the Creditor Party (it being understood that amounts subject to a bona fide good faith dispute by the Debtor Party shall not be deemed to be amounts not timely paid for purposes of this subsection (b)), (c) Verizon, if AWS, in Verizon's reasonable judgment, at the Effective Date , does not have established credit with Verizon or (d) the Creditor Party, if the Debtor Party admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at the Creditor Party's

option, consist of (i) a cash security deposit in U.S. dollars held in an account by the Creditor Party or (ii) an unconditional, irrevocable standby letter of credit naming the Creditor Party as the beneficiary thereof and otherwise in form and substance satisfactory to the Creditor Party from a financial institution acceptable to the Creditor Party, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by the Creditor Party, for the services to be provided by the Creditor Party to the Debtor Party in connection with this Agreement. To the extent that the Creditor Party opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. If required by an applicable Tariff or by Applicable Law, interest will be paid on any such deposit held by the Creditor Party at the higher of the stated interest rate in such Tariff or in the provisions of Applicable Law. The Creditor Party may (but is not obligated to) draw on the letter of credit or funds on deposit in the account, as applicable, upon notice to the Debtor Party in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by the Creditor Party.

26.24 Deposits and Letters of Credit

The fact that a security deposit or a letter of credit is requested by the Creditor Party hereunder shall in no way relieve the Debtor Party from compliance with the Creditor Party's regulations as to advance payments and payment for service, nor constitute a waiver or modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to the Creditor Party for the service rendered.

26.25 Undefined Terms

The Parties acknowledge that terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the Telecommunications industry as of the Effective Date of this Agreement, except that any undefined term herein shall be interpreted in accordance with the definition or its use in the FCC's First Report and Order In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Interconnection between Local Exchange and Commercial Mobile Radio Service Providers, 11 FCC Rcd. 15499 (1996), and the Second Report and Order and Memorandum Opinion and Order, 11 FCC Rcd. 19392 (1996).

26.26Fixed Wireless Service Generally

AWS shall provide Fixed Wireless Service using unique NXX Codes and Interconnection Trunks that are not shared with its traditional wireless service. The Parties agree to establish unique BAN codes and any other arrangements required by the Parties to ensure accurate and appropriate provisioning and compensation associated with Fixed Wireless Service.

26.27 Section 252(i)

If AWS wishes to exercise any rights it may have under Section 252(i) of the Act, AWS shall provide written notice thereof to Verizon. Upon Verizon's receipt of said notice, the Parties shall execute and deliver an amendment to this Agreement so that it provides for the same rates, terms and conditions for the interconnection, service or network element that AWS has elected to adopt as are set forth in the Interconnection Agreement under which AWS has made such election (the "Other Agreement"), as well as all of the rates, terms and conditions from the Other Agreement that are legitimately related to such interconnection, service, or network element that has been adopted by AWS, in such case for the remainder of the term of the Other Agreement and in accordance with Applicable Law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this August 17, 2000.

AT&T WIRELESS SERVICES INC. FOR PENNSYLVANIA	**VERIZON PENNSYLVANIA INC.**
By:_____	By:_____
Printed:_____	Printed:Jeffrey A.Masoner
Title:_____	Title:Vice President Interconnection Services & Policy

SCHEDULE 4.1

INTERCONNECTION POINTS AND NETWORK IMPLEMENTATION SCHEDULE

PENNSYLVANIA

VERIZON-IP	AWS-IP	Intended Implementation Date
Per Section 4.2, the VERIZON-IPs as of the Effective Date shall be either the Verizon terminating End Office serving the Verizon Customer or the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer		Not Applicable
	As of the effective date, the AWS-IPs shall be the physical AWS locations where Verizon is currently delivering traffic to AWS.	Not Applicable

SCHEDULE 4.2

INTERCONNECTION POINTS FOR DIFFERENT TYPES OF TRAFFIC

Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein.

1. For the termination of Local Traffic or Toll Traffic originated by one Party's Customer and terminated to the other Party's Customer, at the points set forth in Sections 4 of the main body of the Agreement.

2. For the termination of Transit Traffic from an ITC, wireless carrier, or CLEC to:

(a) AWS___, at the [AWS-IP] in which the Traffic is to terminate.

(b) VERIZON, at the VERIZON-IP in LATA in which the Traffic is to terminate.

3. For 911/E911 traffic originated on AWS's network, at the PSAP in areas where only Basic 911 service is available, or at the VERIZON 911/E911 Tandem Office serving the area in which the AWS Customer is located, in accordance with applicable state laws and regulations and PSAP requirements.

4. For Directory Assistance (411 or NPA-555-1212) traffic, at the applicable VERIZON operator services Tandem Office.

5. For Operator Services (call completion) traffic, at the applicable VERIZON operator services Tandem Office.

6. For BLV/LBVI traffic, at the terminating Party's Tandem Office.

7. For SS7 signaling originated by:

(a) AWS___, at mutually agreed-upon Signaling Point of Interconnection(s) ("SPOI") in the LATA in which the Local or Toll Traffic originates, over CCSAC links provisioned in accordance with Bellcore GR-905 and Verizon Supplement Common Channel Signaling Network Interface

Specification (VERIZON_905).

(b) VERIZON, at mutually agreed-upon SPOIs in the LATA in which the Local or Toll Traffic originates, over a CCSAC links provisioned in accordance with Bellcore GR-905 and VERIZON-905.

Alternatively, either Party may elect to interconnect for SS7 signaling through a commercial SS7 hub provider.

8. For Toll Free Service Access Code (e.g. 800/888/877) database inquiry traffic, at any VERIZON Signaling Transfer Point in the LATA in which the originating AWS Wire Center is located, over a CCSAC link. Alternatively, AWS may elect to interconnect through a commercial SS7 hub provider.

9. For Line Information Database ("LIDB") inquiry traffic, at any VERIZON Signaling Transfer Point in the LATA in which the LIDB is located, over a CCSAC link. Alternatively, AWS may elect to interconnect through a commercial SS7 hub provider.

10. For any other type of traffic, at reasonable points to be agreed upon by the Parties, based on the network architecture of the terminating Party's network.

SCHEDULE 5.5

APPLICABLE FACTORS for PENNSYLVANIA

CLUP, PIU , PLU , and PML factors may be reported at the state or LATA level.

FOR TRAFFIC ORIGINATING FROM:	AND TERMINATING TO:	LATA	PIU (%)	CLUP(PLU) (%)	PML (%)
VERIZON	AWS	ALL	0	100	27
AWS	VERIZON	ALL	0	100	73

CUSTOMER: AWS

STATE: PENNSYLVANIA

BILLING CONTACT NAME: _____

BILLING CONTACT NUMBER: _____

BILLING CONTACT ADDRESS: _____

AWS ACNA to be used when ordering Interconnections Trunks: _____

EXHIBIT A

VERIZON - PENNSYLVANIA, INC. and AT&T WIRELESS SERVICES, INC.

DETAILED SCHEDULE OF ITEMIZED CHARGES FOR BROADBAND CARRIERS

A. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS: [1]

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
I. Call Termination[2]		
Local Traffic Delivered at VERIZON End Office	$.001864/MOU	Not Applicable
Local Traffic Delivered at VERIZON Tandem	$.002902/MOU	Not Applicable
II. Transport		
A. Entrance Facilities, Direct Trunk Transport, Multiplexing	As applicable per VERIZON tariff F.C.C. No.1, section 6 and VERIZON-PA PUC 302 section 6	As applicable per VERIZON tariff F.C.C. No.1, section 6 and VERIZON-PA PUC 302 section 6
B. Tandem Transit arrangements for Local Traffic between AWS and carriers other than VERIZON that subtend a VERIZON Tandem Switch. (Not applicable to Toll Traffic when Meet Point Billing Arrangement applies)		
Tandem Switching	As applicable per VERIZON tariff F.C.C. No.1, section 6 and VERIZON-PA PUC 302 section 6	Not Applicable

[1] Unless a citation is provided to a generally applicable VERIZON Tariff, all listed rates and services are available only to AWS when purchasing these services for use in the provision of Commercial Mobile Radio Service or Telephone Exchange Service, and apply only to Local Traffic and local Ancillary Traffic. VERIZON rates and services for use by AWS in the carriage of Toll Traffic shall be subject to VERIZON's Tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by VERIZON.

The charges for local call termination set forth in this Exhibit A shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction. At such time(s) as such new rates have been approved or allowed into effect by the Commission, the Parties shall amend Exhibit A to reflect the new approved rates.

[2] See note 4 regarding measurement and calculation of local traffic termination charges.

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
Switched Transport	As applicable per VERIZON tariff F.C.C. No.1, section 6 and VERIZON-PA PUC 302 section 6	Not Applicable

III. Time and Materials

Special Construction	As applicable per VERIZON-PA PUC 1 sec. 9
IV. Signaling and Databases (Type S Interconnection SS7)	As applicable per VERIZON tariff F.C.C. No.1, section 6.9 and VERIZON-PA PUC 302 section 6.9

V. Directory Services

Primary Listing (on initial UNE service order). For each residence telephone number, two (2) listings in the White Page directory are provided. For each business telephone number listed (except numbers of Centrex or Centrex-like services or indialing service station lines) one (1) listing is provided in the White Page Directory and one (1) listing in the Yellow Page directory of the type provided to VERIZON-PA end user business customers for which no specific charge applies.	Not Applicable	Not Applicable
Other Tariffed Listing Services (For listings ordered in excess of the primary listings provided or other listing types, or listings ordered at a time other than initial UNE service order, or listings ordered not associated with a UNE service order.)	Retail rates less wholesale discount of 18.43% For retail rates see VERIZON-PA tariff No. 1 sec. 5.B.	
VI. Directory Assistance	Per VERIZON-PA P.U.C. No. 302 Section 9.6	
VII. Exchange Access Service		
Interstate	Per VERIZON-FCC tariff number 1	
Intrastate	Per VERIZON-PA P.U.C. tariff No. 302	
VIII. 911/E911		
Transport	Per section II above.	

Service or Element Description:	**Recurring Charges:**	**Non-Recurring Charge:**
Data Entry and Maintenance	No Charge	
IX. Access to Telephone Numbers (NXX codes issued per ICCF Code Administration Guidelines)	No Charge	
X. Dialing Parity	No Charge	
XI. NXX. Rate Center Change Charge		$1753.65

B. AWS SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
I. Call Termination[3]		
Local Traffic Delivered at End Office	$.001864/MOU	Not Applicable
Local Traffic Delivered at Tandem	$.002902/MOU	Not Applicable
II. Exchange Access Service		
Interstate	Per AWS FCC exchange access Tariff, not to exceed VERIZON's rates for equivalent services available to AWS	
Intrastate	Per AWS PA exchange access Tariff, not to exceed VERIZON's rates for equivalent services available to AWS	

[3] See note 4 regarding measurement and calculation of local traffic termination charges.

4 **LOCAL TRAFFIC TERMINATION RATES**

A. Charges by VERIZON

(a) Traffic delivered to VERIZON Tandem: $.002902 per mou.

(b) Traffic delivered directly to terminating VERIZON End Office: $.001864 per mou.

B. Charges by AWS

1. Single-tiered interconnection structure:

AWS's rates for the termination of VERIZON's Local Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:

Tandem Minutes = Total minutes of use of Local Traffic delivered by AWS to VERIZON Tandem for most recent billed quarter.

End Office Minutes = Total minutes of use Local Traffic delivered by AWS directly to the terminating VERIZON End Office for most recent billed quarter.

Total Minutes = Total minutes of use of Local Traffic delivered by AWS to VERIZON for most recent billed quarter.

AWS Charge at the AWS-IP =

$$\frac{(\textit{Tandem Minutes} \times \$.002902) + (\textit{End Office Minutes} \times \$.001864)}{\textit{Total Minutes}}$$

For the first year after the Effective Date, the AWS charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date, or if no such traffic exists, on the proportion of local call termination trunks to VERIZON End Offices and to VERIZON Tandems.

2. Multiple-tiered interconnection structure (if offered by AWS to any carrier)

(a) Local Traffic delivered to AWS Tandem: $.002902

(b) Local Traffic delivered to terminating AWS End Office/node: $.001864

C. Miscellaneous Notes

1. The AWS termination rate under the single-tiered interconnection structure set forth above is intended to be a Local Traffic termination rate for Interconnection to the AWS-IP within each LATA that is reciprocal and equal to the actual rates that will be charged by VERIZON to AWS under the two-tiered Local Traffic termination rate structure described above that will apply after the first anniversary of the Effective Date. The single AWS termination rate is also intended to provide financial incentives to AWS to deliver traffic directly to VERIZON's terminating End Offices once AWS's traffic volumes reach an appropriate threshold.

APPENDIX 1

VERIZON PENNSYLVANIA AND BLEWS
V1.0

A. VZ SERVICES, FACILITIES, AND ARRANGEMENTS: [1]

Service or Element Description:	**Recurring Charges:**	**Non-Recurring Charge:**
I. Reciprocal Compensation Traffic Termination[2]		
Traffic Delivered at VZ End Office	$.001723/MOU	Not Applicable
Traffic Delivered at VZ Tandem	$.002814/MOU	Not Applicable
II. Transport		
A. Entrance Facilities, Direct Trunk Transport, Multiplexing	As applicable per VZ tariff F.C.C. No.1, section 6 and VZ-PA PUC 302 section 6	As applicable per VZ tariff F.C.C. No.1, section 6 and VZ-PA PUC 302 section 6
B. Tandem Transit arrangements for Reciprocal Compensation Traffic between BLEWS and carriers other than VERIZON that subtend a VERIZON Tandem Switch. (Not applicable to Toll Traffic when Meet Point Billing Arrangement applies)		
Tandem Switching	As applicable per VZ tariff F.C.C. No.1, section 6 and VZ-PA PUC 302 section 6	Not Applicable
Switched Transport	As applicable per VZ tariff F.C.C. No.1, section 6 and VZ-PA PUC 302 section 6	Not Applicable
III. Time and Materials		
Special Construction	As applicable per VZ-PA PUC 1 sec. 9	
IV. Signaling and Databases		
A. Type S/SS7 Interconnection	As applicable per VZ tariff F.C.C. No.1, section 6.9 and VZ-PA PUC 302 section 6.9	
STP Port Termination		
STP Access		

[1] Unless a citation is provided to a generally applicable VZ Tariff, all listed rates and services are available only to BLEWS when purchasing these services for use in the provision of Commercial Mobile Radio Service or Telephone Exchange Service, and apply only to Reciprocal Compensation Traffic and local Ancillary Traffic. VZ rates and services for use by BLEWS in the carriage of Toll or InterMTA Traffic shall be subject to VZ's Tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by VZ.

The charges for Reciprocal Compensation Traffic Termination set forth in this Appendix 1 shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction. At such time(s) as such new rates have been approved or allowed into effect by the Commission, the Parties shall amend Appendix 1 to reflect the new approved rates.

[2] See note 4 regarding measurement and calculation of Reciprocal Compensation Traffic termination charges.

Service or Element Description:	**Recurring Charges:**	**Non-Recurring Charge:**
V. Directory Listings		
Primary Listing	TBD	TBD
Other Tariffed Listing Services (For listings ordered in excess of the primary listings provided or other listing types, or listings ordered at a time other than initial UNE service order, or listings ordered not associated with a UNE service order.)	Per VZ PA Tariff No. 1 sec. 5.B.	
VI. Directory Assistance	Per VZ-PA P.U.C. No. 302 Section 9.6	
VII. Directory Assistance Transport	Per VZ-PA P.U.C. No. 302 Section 9.6	
VIII. Exchange Access Service		
Interstate	Per VZ-FCC tariff number 1	
Intrastate	Per VZ-PA P.U.C. tariff No. 302	
IX. 911/E911		
Transport	Per section II above.	
Data Entry and Maintenance	No Charge	
X. Access to Telephone Numbers (NXX codes issued per ICCF Code Administration Guidelines)	No Charge	
XI. Local Dialing Parity	No Charge	
XII. NXX. Rate Center Charge		$1753.65

B. BLEWS SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
I. Reciprocal Compensation Traffic Termination[3]		
Traffic Delivered at BLEWS End Office	$.001723/MOU	Not Applicable
Traffic Delivered at BLEWS Tandem	$.002814/MOU	Not Applicable
II. Exchange Access Service		
Interstate	Per BLEWS FCC exchange access Tariff, not to exceed VZ's rates for equivalent services available to BLEWS	
Intrastate	Per BLEWS PA exchange access Tariff, not to exceed VZ's rates for equivalent services available to BLEWS	

[3] See note 4 regarding measurement and calculation of Reciprocal Compensation Traffic termination charges.

A. Charges by VZ

(a) Traffic delivered to VZ Tandem: $.002814 per mou.

(b) Traffic delivered directly to terminating VZ End Office: $.001723 per mou.

B. Charges by BLEWS1. Single-tiered interconnection structure:

BLEWS's rates for the termination of VZ's Reciprocal Compensation Traffic under the single-tiered interconnection structure shall be recalculated once each year on each anniversary of the Effective Date (the "Rate Determination Date"). The methodology for recalculating the rates is as follows:

Tandem Minutes = Total minutes of use of Reciprocal Compensation Traffic delivered by BLEWS to VZ Tandem for most recent billed quarter.

End Office Minutes = Total minutes of use Reciprocal Compensation Traffic delivered by BLEWS directly to the terminating VZ End Office for most recent billed quarter.

Total Minutes = Total minutes of use of Reciprocal Compensation Traffic delivered by BLEWS to VZ for most recent billed quarter.

BLEWS Charge at the BLEWS-IP =

$$\frac{(\textit{Tandem Minutes} \times \$.002814) + (\textit{End Office Minutes} \times \$.001723)}{\textit{Total Minutes}}$$

For the first year after the Effective Date, the BLEWS charge shall be calculated based on the traffic data of the quarter immediately preceding such Effective Date, or if no such traffic exists, on the proportion of Reciprocal Compensation Traffic Termination trunks to VZ End Offices and to VZ Tandems.

2. Multiple-tiered interconnection structure (if offered by BLEWS to any carrier)

(a) Reciprocal Compensation Traffic delivered to BLEWS Tandem: $.002814

(b) Reciprocal Compensation Traffic delivered to terminating BLEWS End Office/node: $.001723

C. Miscellaneous Notes

1. The BLEWS termination rate under the single-tiered interconnection structure set forth above is intended to be a Reciprocal Compensation Traffic termination rate for Interconnection to the BLEWS-IP within each LATA that is reciprocal and equal to the actual rates that will be charged by VZ to BLEWS under the two-tiered Reciprocal Compensation Traffic termination rate structure described above that will apply after the first anniversary of the Effective Date. The single BLEWS termination rate is also intended to provide financial incentives to BLEWS to deliver traffic directly to VZ's terminating End Offices once BLEWS's traffic volumes reach an appropriate threshold.

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT
by and between

VERIZON PENNSYLVANIA INC.
f/k/a
BELL ATLANTIC – PENNSYLVANIA, INC.
and

AT&T WIRELESS SERVICES, INC.

FOR PENNSYLVANIA

This Amendment No. 1 (this "Amendment") is made this 30TH day of March 2001 (the "Effective Date") by and between AT&T Wireless Services, Inc., ("AWS"), a Delaware corporation with offices at 7277 164th Avenue NE, Redmond, WA 98052, and Verizon Pennsylvania Inc., ("VZ"), a Pennsylvania corporation with offices at 1717 Arch Street, Philadelphia, Pennsylvania 19103 (each of VZ and AWS being individually, a "Party" and, collectively, the "Parties").

WITNESSETH:

WHEREAS, VZ and AWS are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated August 17, 2000 (the "Interconnection Agreement");

WHEREAS, the Federal Communications Commission has, in FCC Docket 94-102, ordered that providers of commercial mobile radio services make available certain E-9-1-1 services, and has established clear and certain deadlines by which said service must be available.

WHEREAS, the Parties desire to provide AWS with access to the E-9-1-1 network systems and databases established and maintained by VZ in a technically and economically efficient manner sufficient to enable AWS to provide E-9-1-1 service to its end user customers; and

WHEREAS, the Parties wish to enter into an agreement that will allow AWS to provide E-9-1-1 to its end user customers using the systems and databases established and maintained by VZ on terms that are fair and equitable to both Parties;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Interconnection Agreement as follows:

The following replaces section 6.3.1 of the Interconnection Agreement in its entirety:

6.3.1 NCAS E911 Services

The following definitions are applicable in this Section 6.3.1:

"Alternate PSAP" is the PSAP designated by the controlling 9-1-1 Authority to receive a 9-1-1 call in the event the Selective Router is unable to complete the 9-1-1 call to the Designated PSAP because the PSAP trunks are busy or out of service. A Designated PSAP may have one or more alternates, depending upon network architecture and local provisions.

"Automatic Location Identification Database" or "ALI Database" means the emergency services (E-9-1-1) database containing caller location information (provided on a dynamic or static basis) including the carrier name, Call Back Number, Routing Number, Cell Site/Sector Information, and other carrier information used to process caller location records.

"AWS Wireless End User" means any person or entity receiving service on an AWS Wireless System.

"Call Back Number" means the MDN or other number that can used to call back the AWS Wireless End User , which may be used by the PSAP to call back the AWS Wireless End User if a 911 Call is disconnected.

"Cell Sector" means a geographic area defined by AWS (according to AWS's own radio frequency coverage data), and consisting of a certain portion or all of the total coverage area of a Cell Site.

"Cell Site" means the AWS fixed radio transmitting and receiving facilities associated with the origination and termination or wireless traffic from/to an AWS Wireless End User.

"Cell Site/Sector Information" means information that indicates to the receiver of the information the Cell Site location receiving a 9-l-1 Call made by an AWS Wireless End User, and which may also include additional information regarding a Cell Sector.

"Default PSAP" is the PSAP designated to receive a 911 Call in the event the Selective Router is unable to determine the Designated PSAP.

"Designated PSAP" means the PSAP designated by the Parties to receive a 911 Call based upon the geographic location of the Cell Site.

"NCAS" means Non-Call Path Associated Signaling.

"PAM Protocol" means the bi-directional ALI-to-ALI real-time steering interface which supports intersystem queries. This interface allows an ALI database serving a PSAP to query a second ALI database for ALI data that is not resident in the ALI Database serving the PSAP.

"Routing Number" is a number used to support the routing of wireless 911 Calls. It may identify a wireless Cell Sector or PSAP to which the call should be routed. In NCAS, the

Routing Number (identified in standard documents as Emergency Services Routing Key "ESRK") is a ten-digit number translated and out pulsed from a Cell Sector identifier at the service control point that routes the 911 Call to the appropriate PSAP. The Routing Number is also the search-key from a PSAP query to an ALI database with a matching Routing Number.

"911 Attendant" means the PSAP telecommunicator receiving a 911 Call.

"911 Call(s)" means a call made by an AWS Wireless End User by dialing the three digit telephone number "9-1-1" (and, as necessary, pressing the "Send" or analogous transmitting button) on a wireless handset to facilitate the reporting of an emergency requiring response by a public safety agency.

6.3.1.1 Notwithstanding anything contained herein to the contrary, the respective obligations of the Parties contained in this Section are not effective as to a particular PSAP until AWS notifies VZ in writing that it has received a request from a Public Safety Answering Point ("PSAP") ("Requesting PSAP") to provide E-911 service within a jurisdiction served by VZ in Pennsylvania. Upon receipt of such a notice from AWS, the Parties shall promptly implement the respective obligations of the Parties contained in this Section.

6.3.1.2 AWS may, at its option, interconnect to the VZ 911/E911 selective router or 911 tandem offices, as appropriate, that serve the areas in which AWS provides exchange services, for the provision of 911/E911 services and for access to all sub-tending PSAP. In such situations, VZ will provide AWS with the appropriate CLLI codes and specifications of the tandem office serving area. In areas where E-9-1-1 is not available, AWS and VZ will negotiate arrangements to connect AWS to the 911 service.

The Parties will route 911 Calls to the Designated PSAP in a manner designed to enable the 911 Attendant to communicate with the AWS Wireless End User and to determine its Call Back Number and the corresponding Cell Site/Sector Information.

6.3.1.2.a. The Parties shall route the 911 Calls and associated call back and location information in accordance with the following minimum requirements:

(1) Trunking.

Notwithstanding anything contained in the Interconnection Agreement to the contrary, VZ shall provide AWS with a minimum of two (2) dedicated Type 2C trunks for the provision of E911 services.

(2) Voice.

Upon receipt of a 911 Call from an AWS Mobile Switching Center, VZ shall route the voice portion of the 911 Call and its corresponding Routing Number (for NCAS calls, the ESRK) from its selective router to the Designated PSAP. If VZ is unable to route the call to the Designated PSAP due to a failure in the delivery of the Routing Number, VZ will route the call to a Default PSAP designated by AWS and approved by the controlling 9-1-1 Authority. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law. If VZ is unable to route to the Designated PSAP (all PSAP trunks busy or out of service), VZ will route the call, to an Alternate PSAP(s), or busy tone as designated by the controlling 9-1-1 authority.

(3) Data.

Upon receipt of a PSAP query to a VZ-controlled ALI Database to obtain the Call Back Number and Cell Site/Sector Information for a 911 Call, the VZ-controlled ALI Database shall route the query to an AWS-controlled ALI Database designated by AWS.

The VZ-controlled ALI Database shall then automatically receive from the AWS-controlled ALI Database the Routing Number, Call Back Number and Cell Site/Sector Information associated with the 911 Call.

The VZ-controlled ALI Database shall then transmit the Routing Number, Call Back Number and Cell Site/Sector Information to the PSAP within a time period at parity with the transmission rates in response to similar queries to the VZ-Controlled ALI Database for 911 calls originating from wireless carriers other than AWS.

6.3.1.3 All path and route interconnections for 911/E911 will be diverse, as necessary, and as required by Applicable Law.

6.3.1.4 Within thirty (30) days of its receipt of a request from AWS and to the extent authorized by the relevant federal, state, and local authorities, VZ will provide AWS with the following at a reasonable charge, if applicable:

(a) a list of the address and the CLLI code of each 911/E911 Selective/Router or 911 tandem office(s) in the area in which AWS plans to offer NCAS-based CMRS services that do not constitute Fixed Wireless Services;

(b) a list of VZ personnel who currently have 911 responsibility;

(c) any special 911 trunking requirements for each 911/E911 selective router or 911 tandem office where available; and

(d) return of any AWS E911 data entry files containing errors, so that AWS may ensure the accuracy of the records.

6.3.1.5 AWS shall use, where available, the VZ Private Switch/Automatic Location Identification ("PS/ALI") electronic interface, when available, through which AWS shall input and provide a daily update of 911/E911 database information related to appropriate routing numbers (also referred to as pseudo ANIs or ESRK) associated with each face of the Cell Site. In those areas where the PS/ALI electronic interface is not available, AWS shall provide VZ with all appropriate 911/E911 information via facsimile for VZ's entry into the 911/E911 database system. Any 911/E911-related data exchanged between the Parties prior to the availability of an electronic interface shall conform to VZ standards, whereas 911/E911-related data exchanged electronically shall conform to the National Emergency Number Association standards.

VZ shall supply to AWS Routing Numbers from a given line range associated with a local NPA/NXX codes to support NCAS deployment in the VZ territories.

6.3.1.6 VZ and AWS shall each use commercially reasonable efforts to facilitate the prompt, robust, reliable and efficient Interconnection of AWS systems to the 911/E911 platforms.

6.3.1.7 VZ and AWS will work cooperatively, if necessary, to arrange meetings with PSAPs to answer any technical questions the PSAPs or county or municipal coordinators may have regarding the 911/E911 arrangements.

6.3.1.8 AWS shall be responsible for providing facilities from the AWS Mobile Switching Center to the VZ 911 tandem office.

6.3.1.9 AWS will compensate VZ for connections to its 911/E911 services pursuant to the rates set forth in the attached Exhibit A.

6.3.1.10 AWS will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by local requirements) pertaining to the provision of 911/E911 services in Pennsylvania.

6.3.1.11 VZ shall provide or permit AWS to terminate two frame relay circuits from an AWS-controlled ALI Database to each VZ ALI Database site.

6.3.1.12 VZ shall place necessary Customer Service Unit/Data Service Unit ("CSU/DSU") at each VZ ALI Database site, for the provision of the Routing Number, Call Back Number, Cell Site/Sector Information.

6.3.1.13 VZ and AWS shall provision their respective ALI Databases such that the exchange of data between each shall use the PAM Protocol or other agreed upon interface.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 30th day of March 2001.

AT&T WIRELESS SERVICES INC. FOR PENNSYLVANIA	**VERIZON PENNSYLVANIA, INC.**
By:_____	By:_____
Printed:_____	Printed: Jeffrey A. Masoner
Title:_____	Title: Vice-President Interconnection Services Policy & Planning

AMENDMENT #1 to Exhibit A

The following is added to Section VIII. 911/E911:

D. NCAS Monthly Recurring Charges[1]

[1] These monthly recurring charges are based on estimated wireless carrier penetration rates. To the extent that this Agreement continues beyond 2001, the monthly recurring charges are subject to change with notice to AWS, in the form of an Industry Letter or otherwise.

State	***2000***	***2001***
PA	$5,453.00	$3,817.00

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

VERIZON PENNSYLVANIA INC.

and

AT&T WIRELESS SERVICES, INC.

FOR PENNSYLVANIA

This Amendment No. 2 (this "Amendment") is effective June 14, 2001 ("Amendment Effective Date"), by and between Verizon Pennsylvania Inc., f/k/a Bell Atlantic – Pennsylvania, Inc., a Pennsylvania corporation ("Verizon"), and AT&T Wireless Services, Inc., a Delaware corporation ("AWS"). (Verizon and AWS may hereinafter be referred to, each individually, as a "Party," and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and AWS are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934 (the "Act") for Pennsylvania, which was effective August 17, 2000 (the "Agreement"); and

WHEREAS, on April 18, 2001, in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 ("Order"), the Federal Communications Commission affirmed its prior determination that Internet traffic is not subject to reciprocal compensation under Section 251(b)(5) of the Act, but exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet traffic; and

WHEREAS, in accordance with the Order, Verizon has elected to offer an optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act, under which such traffic exchanged between Verizon and a local exchange carrier or CMRS provider in a given state will be subject to compensation at the same rate applicable to intercarrier compensation for Internet traffic in that state under the terms of the Order; and

WHEREAS, AWS has elected to amend the Agreement to accept the optional reciprocal compensation rate plan for traffic subject to Section 251(b)(5) of the Act being offered by Verizon;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. Effective as of the Amendment Effective Date, the Agreement is amended as follows:

1.1 Notwithstanding any other provision of the Agreement, the following provisions shall apply to and be a part of the Agreement:

1.1.1 Rates.

1.1.1.1 The reciprocal compensation rates that shall apply pursuant to Section 251(b)(5) of the Act and Section 5.1 of the Agreement for the transport and termination of Reciprocal Compensation Traffic that has been delivered to the terminating Party-IP, shall be the reciprocal compensation rates set out in Attachment 1 to this Amendment.

1.1.1.2 The reciprocal compensation rates provided for in Section 1.1.1.1 above shall replace and apply in lieu of the reciprocal compensation rates for the transport and termination of Reciprocal Compensation Traffic set out in the Agreement (including, but not limited to, the reciprocal compensation rates set out in Exhibit A, Sections A.I and B.I, and Note 4).

1.1.1.3 The reciprocal compensation rates provided for in Section 1.1.1.1 above shall apply to the Parties in an equal and symmetrical manner.

1.1.1.4 The reciprocal compensation rates billed by AWS to Verizon shall not exceed the reciprocal compensation rates billed by Verizon to AWS.

1.1.1.5 The rates provided for in Section 1.1.1.1 above shall apply until such time as they are replaced prospectively by new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and the FCC Regulations, or by the FCC, subject to a stay or other order issued by any court of competent jurisdiction.

1.1.2 Reciprocal compensation shall not apply to traffic that is not subject to reciprocal compensation under Section 251(b)(5) of the Act.

1.1.3 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

1.1.4 Reciprocal Compensation Traffic does not include any Internet Traffic. Local Traffic does not include any Internet Traffic. IntraMTA Traffic does not include any Internet Traffic.

1.1.5 Reciprocal compensation shall not apply to Internet Traffic. The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the Order and other applicable FCC orders and FCC Regulations.

1.1.6 The determination of whether traffic is Reciprocal Compensation Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the Order (including, but not limited to, in accordance with the rebuttable presumption established by the Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the Order for rebutting such presumption before the Commission).

1.1.7 A Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the Order and other applicable FCC orders and FCC Regulations.

2. Termination. Each Party shall have the right to terminate this Amendment by written notice to the other Party, if: (a) the Order is stayed or vacated in whole by the FCC or another governmental entity of competent jurisdiction; or, (b) the Order is stayed or vacated in part, or modified, by the FCC or another governmental entity of competent jurisdiction, in any way that is material to this Amendment (including, but not limited to, if there is a change in the intercarrier compensation rates for ISP-bound traffic, or in the "mirroring" rule). The termination shall be effective upon receipt of the notice of termination by the other Party. In the event of such termination of this Amendment, the language of the Agreement, on a prospective basis, effective with the effective date of the termination, shall revert to the language of the Agreement (including any other amendments to the Agreement entered into by the Parties on, before or after the Amendment Effective Date) as it would have existed if this Amendment had not been entered into by the Parties. The provisions of this Section 2 shall be in addition to and not in limitation of any other provisions of the Agreement (including, but not limited to,

Section 25, “Compliance with Laws; Regulatory Approval”) that might apply if the Order is stayed, vacated or modified.

3. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement.

4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, charges and other provisions of the Agreement to the extent necessary to give effect to the rates, charges and other provisions of this Amendment. In the event of a conflict between a rate, charge or other provision of this Amendment and a rate, charge or other provision of the Agreement, this Amendment shall govern.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives as of the Amendment Effective Date.

AT&T Wireless Services, Inc.	Verizon Pennsylvania Inc.
By:_____	By:_____
Printed:_____	Printed: __Jeffrey A. Masoner_____
Title:_____	Title: Vice-President - Interconnection Services Policy & Planning

ATTACHMENT 1

A. VERIZON SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
I. Reciprocal Compensation Traffic Termination[1]		
Reciprocal Compensation Traffic Delivered at Verizon Interconnection Point	June 14, 2001 through December 13, 2001 -- $0.0015 per minute of use December 14, 2001 through June 13, 2003 -- $0.0010 per minute of use June 14, 2003 and thereafter -- $0.0007 per minute of use	Not Applicable

[1] The charges for Reciprocal Compensation Traffic Termination set out in this Section A.I, "Reciprocal Compensation Traffic Termination," are adopted pursuant to Paragraphs 89 through 94 of the FCC's Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (4/18/01). The dates shown in this schedule are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.

B. AWS SERVICES, FACILITIES, AND ARRANGEMENTS:

Service or Element Description:	Recurring Charges:	Non-Recurring Charge:
I. Reciprocal Compensation Traffic Termination[2]		
Reciprocal Compensation Traffic Delivered at AWS Interconnection Point	June 14, 2001 through December 13, 2001 -- $0.0015 per minute of use December 14, 2001 through June 13, 2003 -- $0.0010 per minute of use June 14, 2003 and thereafter -- $0.0007 per minute of use	Not Applicable

[2] The charges for Reciprocal Compensation Traffic Termination set out in this Section B.I, "Reciprocal Compensation Traffic Termination," are adopted pursuant to Paragraphs 89 through 94 of the FCC's Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68 (4/18/01). The charges for Reciprocal Compensation Traffic Termination set out in Section B.I are intended to be the same as the charges that Verizon bills to AWS for Reciprocal Compensation Traffic Termination set out in Section A.I. In the event of any change in the charges for Reciprocal Compensation Traffic Termination set out in Section A.I, the charges for Reciprocal Compensation Traffic Termination set out in Section B.I shall automatically change to be the same as the charges for Reciprocal Compensation Traffic Termination set out in Section A.I. The Reciprocal Compensation Traffic Termination per minute of use charge billed by AWS to Verizon shall not exceed the Reciprocal Compensation Traffic Termination per minute of use charge billed by Verizon to AWS. The dates shown in this schedule are not intended to modify the term of the Agreement or to affect either Party's right to exercise any right of termination it may have under the Agreement.